CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center–Assembly Room | 305 Williams St. | Hendersonville, NC 28792
Wednesday, May 13, 2026 – 5:45 PM

AGENDA

1. **CALL TO ORDER**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

4. **CONSIDERATION OF AGENDA**

5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*

   A. Approval of Minutes - *Jill Murray, City Clerk*

      April 2, 2026 Regular Meeting

      April 22, 2026 Second Monthly Meeting

   B. Approval of Fiscal Year 2026 Annual Audit Contract – *Krystal Powell, Finance Director*

   C. Resolution Certifying and Declaring the Results of the Special Bond Referendum ($10.0M Transportation GO Bond) - *Adam Murr, Budget & Eval. Director*

   D. Monthly Tax Collector's Report (March) -*Tammy Heide, Deputy Tax Collector*

   E. Approval to accept the grant award for the Sullivan Park Restoration Project, funded by the PARTF- Helene Recovery Fund grant program, as well as review of the proposed contract and Sub W-9 information request by the funding organization. --*Blake Fulgham, Management Analyst II*

   F. Annexation: Certificate of Sufficiency – 552 Clear Creek Rd (Carolina Village) | 26-24-ANX – *Matthew Manley, AICP – Long-Range Planning Manager*

   G. Clear Creek Greenway - Contract Authorization – *Brendan Shanahan, City Engineer*

   H. Clear Creek Greenway – RTP Grant Agreement Approval – *Brendan Shanahan, City Engineer*

   I. May 2026 Budget Amendments – *Jennifer Floyd, Management Analyst*

   J. May 2026 Project Ordinances and Reimbursement Resolutions – *Adam Murr, Budget & Eval. Director*

K. Approval to accept the grant awards for the Tree Canopy Assessment, Tree Inventory, & Urban Forestry Management Plans, funded by the N.C. Forest Service Climb to Managing Community Grant and Tree Maintenance and Planting Project Grant - *Caitlyn Gendusa, Sustainability Manager*

L. Resolution Authorizing the Donation of Two Surplus Police Cruisers to Blue Ridge Community College – *Daniel Heyman, Assistant City Attorney*

M. Resolution for the City of Hendersonville to Apply for a USDOT Safe Streets and Roads for All (SS4A) Grant for the Safe Streets for Hendersonville: 7th Avenue Safety Implementation Project – *Brent Detwiler, Assistant City Manager, Public Services*

N. Resolution of Support for Laurel Meadows LIHTC Application – *John Connet, City Manager*

O. Meadowcrest Multi-Family Project - John Connet, City Manager

6. PRESENTATIONS

A. Core of the City Participant Recognition – *Jennifer Floyd, Management Analyst*

B. Proclamation - National Bike Month - May 2026 - *Barbara Volk, Mayor*

C. Proclamation - National Public Works Week May 17-23 - Barbara Volk, Mayor

D. Historic Preservation Commission Annual Report and Preservation Month Proclamation - *Sam Hayes, Planner II & Barbara Volk, Mayor*

E. Municipal and County Administration Graduate Recognition – *Brian Pahle, Deputy City Manager*

F. Communications Department Awards – *Brian Pahle, Deputy City Manager*

7. PUBLIC HEARINGS

A. Public Hearing to Close Out the 2021 CDBG-NR Project (7th Ave Revitalization) Grant 19-C-3128 – *Daniel Heyman, Assistant City Attorney*

8. NEW BUSINESS

A. FY27-FY29 Strategic Plan Update – *Brian Pahle, Deputy City Manager*

B. Request to Participate in Mud Creek Watershed Stormwater Study – *John Connet, City Manager or Mike Huffman, Stormwater Director*

C. Resolution of Intent to Join C-PACE Program – *John Connet, City Manager*

D. Main Street Fountain Improvements Concepts – *Brent Detwiler, PE, Assistant City Manager – Public Services*

9. CITY MANAGER REPORT - John F. Connet, City Manager

A. April 2026 Contingency and Adjustment Report – *John Connet, City Manager*

10. CITY COUNCIL COMMENTS

11. ADJOURN

The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or an accommodation for this meeting please contact the City Clerk no later than 24 hours prior to the meeting at 697-3005.

MINUTES

April 2, 2026

REGULAR MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Dr. Jennifer Hensley, and Council Members: Lyndsey Simpson, Melinda Lowrance

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Communications Director Allison Justus, and others

1. CALL TO ORDER

Mayor Volk called the meeting to order at 5:47 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The City Council observed a moment of silence for prayer or reflection followed by the Pledge of Allegiance to the Flag.

3. PUBLIC COMMENT *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

In Person:

Michelle Cunningham spoke in favor of the funding of the Hand's On Children's Museum.

Sarah Cosgrove spoke in favor of the funding of the Hand's On Children's Museum.

Brian Lane spoke about all of the developments that are going up in Hendersonville but there are no new schools being built.

4. CONSIDERATION OF AGENDA

City Manager John Connet asked to remove item 5e "Approval to Submit Application for Parks & Recreation Trust Fund Grant Program" from the Consent Agenda. Council Member Gina Baxter moved that City Council approve the agenda as amended. A unanimous vote of the Council followed. Motion carried.

5. CONSENT AGENDA

Council Member Melinda Lowrance moved that City Council approve the consent agenda as presented. A unanimous vote of the Council followed. Motion carried.

A. Adoption of City Council Minutes – *Jill Murray, City Clerk*
March 5, 2026 Regular Meeting
March 25, 2026 Second Monthly Meeting

B. Fire Engine 9-5 Replacement Project (#25010) Reimbursement Resolution – *Adam Murr, Budget & Evaluation Director*

Resolution #R-26-17

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FIRE ENGINE 9-5 REPLACEMENT PROJECT (#25010), ORDINANCE #O-25-27 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the debt proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $1,640,000.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

C. April 2026 Budget Amendments – *Jennifer Floyd, Management Analyst*

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: April 02, 2026 **FORM: 04022026-01**

BUDGET AMENDMENT

FUND 064

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
064-0000-460020	Parking Violations	58,670	19,200	-	77,870
064-7455-534000	Non-Capital Equipment	-	19,200	-	19,200
FUND 010	TOTAL REVENUES	58,670	19,200	-	77,870
General Fund	TOTAL EXPENDITURES	-	19,200	-	19,200
A budget amendment reflecting the purchase of spare parts related to parking meters and payment collection systems.					

The City Manager and City Clerk certify budget ordinance amendment 04022026-01 was approved by City Council on April 02, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: April 02, 2026 **FORM: 04022026-02**

BUDGET AMENDMENT

FUND 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-460090-18026	Contributions/Donations - Carolina Village	250,000	-	-	250,000
410-0000-460090-18026	Contributions/Donations - Blue Ridge Bicycle Club	10,000	-	-	10,000
410-0000-460090-18026	Contributions/Donations - WRDG	150,000	-	-	150,000
410-0000-460090-18026	Contributions/Donations - PARTF 2020	376,000	-	-	376,000
410-0000-460090-18026	Contributions/Donations - STBG-DA	1,686,020	-	-	1,686,020
410-0000-460090-18026	Contributions/Donations - Friends of the Escusta Trail	-	3,399	-	3,399
410-1014-550102-18026	Capital Outlay - Fees and Services	306,620	-	-	306,620
410-1014-551000-18026	Capital Outlay - Land, Easement, ROW	77,820	-	-	77,820
410-1014-550103-18026	Capital Outlay - CIP	2,087,580	3,399	-	2,090,979
FUND 010	TOTAL REVENUES	2,472,020	3,399	-	2,475,419
General Fund	TOTAL EXPENDITURES	2,472,020	3,399	-	2,475,419
An amendment reflecting a contribution from Friends of the Ecusta Trail to the Clear Creek Greenway Project #18026					

The City Manager and City Clerk certify budget ordinance amendment 04022026-02 was approved by City Council on April 02, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: April 02, 2026 **FORM: 04022026-03**

BUDGET AMENDMENT

FUND 064

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-7055-470030	Insurance Proceeds	2,060	6,658	-	8,718
060-7055-524030	R&M Trucks	75,000	6,658	-	81,658
FUND 010	TOTAL REVENUES	2,060	6,658	-	8,718
General Fund	TOTAL EXPENDITURES	75,000	6,658	-	81,658
A budget amendment reflecting an increase in insurance proceeds related to the repair of asset 17-26.					

The City Manager and City Clerk certify budget ordinance amendment 04022026-03 was approved by City Council on April 02, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: April 02, 2026 **FORM: 04022026-04**

BUDGET AMENDMENT

FUND 060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-7055-470030	Insurance Proceeds	8,718	25,860	-	34,578
060-7032-524010	R&M Buildings	40,000	25,860	-	65,860
FUND 010	TOTAL REVENUES	8,718	25,860	-	34,578
General Fund	TOTAL EXPENDITURES	40,000	25,860	-	65,860
A budget amendment reflecting an increase in insurance proceeds to cover the repair of the pump station located at 211 Dunroy					

The City Manager and City Clerk certify budget ordinance amendment 04022026-04 was approved by City Council on April 02, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: April 02, 2026 **FORM: 04022026-05**

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-1300-501001	Salaries Regular	4,114,391	-	15,000	4,099,391
010-1300-519200	Contract Services	92,699	15,000	-	107,699
FUND 010	TOTAL REVENUES	4,114,391	-	15,000	4,099,391
General Fund	TOTAL EXPENDITURES	92,699	15,000	-	107,699
A budget amendment reflecting an increase in contract services to cover the cost of a organizational assessment of the police department.					

The City Manager and City Clerk certify budget ordinance amendment 04022026-05 was approved by City Council on April 02, 2026.

D. Monthly Tax Collector's Report (Feb) – *Tammy Heide, Deputy Tax Collector*

~~**E. Approval to Submit an Application for the Parks and Recreation Trust Fund Grant Program** – *Blake Fulgham, Management Analyst II* REMOVED~~

F. City Operation Building Finish Renovations Change Order 4 – *Richard Shook, Civil Engineer*

Resolution #R-26-19

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO APPROVE A CHANGE ORDER FOR THE CITY OPERATIONS BUILDING FINISH RENOVATIONS PROJECT

WHEREAS, the City of Hendersonville, North Carolina awarded a contract to Enterprises G, Inc. for the City Operations Building Finish Renovations; and

WHEREAS, the City Council previously authorized the City Manager to approve change orders up to a cumulative total of 10% of the original contract amount of $427,182.00; and

WHEREAS, The City Manager has previously approved change orders with a cumulative total of 10% of the original contract amount.

WHEREAS, the City Engineer therefore recommends that the City Manager be authorized to approve Change Order 4 for the construction of the City Operations Building Finish Renovations.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that

1. The City Manager is authorized to execute a change order to the contract for the construction of the City Operations Building Finish Renovations to Enterprises G, Inc. in the amount of $11,029.56 which includes installing cabinets and countertops in the Day Room Conference Room.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

G. Real Estate Appraisal and Acquisition Services for Mud Creek Interceptor Replacement – *Richard Shook, Civil Engineer*

Resolution #R-26-20

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR REAL ESTATE APPRAISAL AND ACQUISITION SERVICES FOR THE MUD CREEK INTERCEPTOR REPLACEMENT PROJECT

WHEREAS, the City of Hendersonville issued RFQ No. 180321014002 seeking qualified real estate appraisal and acquisition services for the Mud Creek Interceptor Replacement project; and

WHEREAS, the City received and evaluated responses on April 18, 2026, and the selection committee independently scored each proposal for completeness, experience, qualifications, and project approach; and

WHEREAS, Cushman & Wakefield was identified as the highest-ranked and most qualified firm to perform real estate appraisal and acquisition services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that

1. The City Manager is authorized to negotiate and execute design contracts with Cushman & Wakefield for real estate appraisal and easement acquisition services for the Mud Creek Interceptor Replacement project; and
2. The City Manager is authorized to approve change orders that cumulatively do not exceed 10% of each approved contract amount, provided that any amendments beyond this threshold must be brought back to City Council for approval; and
3. The City Manager is authorized to undertake all necessary administrative actions to implement the intent of this resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

H. Patton Park and Whitmire Owner's Advisory During Design and Construction – *Richard Shook, Civil Engineer*

Resolution #R-26-21

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR OWNER'S ADVISOR SERVICES FOR THE WHITMIRE ACTIVITY CENTER PROJECT AND THE PATTON PARK AND POOL PROJECT

WHEREAS, the City of Hendersonville issued RFQ No. HEG141014001 seeking qualified owner's advisor services during design and construction for the Whitmire Activity Center Improvements and the Patton Park and Pool Renovation projects; and

WHEREAS, the City received and evaluated responses on January 18, 2026, and the selection committee independently scored each proposal for completeness, experience, qualifications, and project approach; and

WHEREAS, Cumming Group was identified as the highest-ranked and most qualified firm to owner's advisor services for both projects.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that

1. The City Manager is authorized to negotiate and execute design contracts with Cumming Group for owner's advisor services during design and construction of the Whitmire Activity Center Design Project and the Patton Park & Pool Design Project; and
2. The City Manager is authorized to approve change orders that cumulatively do not exceed 10% of each approved contract amount, provided that any amendments beyond this threshold must be brought back to City Council for approval; and
3. The City Manager is authorized to undertake all necessary administrative actions to implement the intent of this resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

I. Authorization Allowing Mars Hill and Marshall to Join Asheville Regional Housing Consortium – *John Connet, City Manager*

Resolution #R-26-22

RESOLUTION AUTHORIZING THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE TO EXECUTE AN AMENDED JOINT COOPERATION AGREEMENT TO ADD THE TOWN OF MARS HILL AND THE TOWN OF MARSHALL TO THE ASHEVILLE REGIONAL HOUSING CONSORTIUM

WHEREAS, the City of Hendersonville, North Carolina, has determined that the health and welfare of its jurisdiction may benefit from increasing the availability of safe, affordable, and standard housing; and

WHEREAS, the City of Hendersonville has determined that providing safe, affordable, and standard housing will benefit work force productivity and area economic development; and

WHEREAS, a cooperative approach to providing housing in the Asheville Regional area will avoid duplication of effort and promote more effective delivery of housing services; and

WHEREAS, a consortium of local governments is entitled to receive funds from the U.S. Department of Housing and Urban Development that they would otherwise be unqualified to receive individually; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, makes provisions whereby units of general local government may enter into cooperation agreements and form Consortia to undertake or assist in undertaking affordable housing pursuant to the HOME Investment Partnerships Program; and

WHEREAS, the City of Hendersonville is a current member of and, along with the other regional units of general local government members, desires to continue the Asheville Regional Housing Consortium to undertake or assist in undertaking affordable housing under the Cranston-Gonzalez National Affordable Housing Act of 1990; and

WHEREAS, the Town of Mars Hill and the Town of Marshall each wish to join the Asheville Regional Housing Consortium; and

WHEREAS, it is the desire of the City of Hendersonville to admit the Town of Mars Hill and the Town of Marshall as members of the Asheville Regional Housing Consortium; and

WHEREAS, Article 20 Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts or agreements with each other in order to execute any undertaking.

NOW, THEREFORE, be it resolved by the City of Hendersonville that:

1) The City of Hendersonville hereby supports the addition of Mars Hill and Marshall to the Asheville Regional Housing Consortium, and the City Council of the City of Hendersonville is authorized to execute an amended Joint Cooperation Agreement with the other member governments of the Asheville Regional Housing Consortium

2) The City Manager is further authorized to sign all contracts, approved by the City of Hendersonville Attorney, with other Governmental Agencies as may be required to carry out activities of the Cooperation Agreement.

Adopted this 2nd day of April, 2026, in a regular session of the City of Hendersonville, North Carolina.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

J. Resolution to Permit Alcoholic Beverages at 2026 Oklawaha Brewing Jazz Fest, Oktoberfest, and LAZR LUVR Rock the Block Events – *Jamie Carpenter, Downtown Manager*

Resolution #R-26-23

HENDERSONVILLE, NORTH CAROLINA
RESOLUTION TO PERMIT THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE 2026 OKLAWAHA BREWING JAZZ FEST, OKTOBERFEST, AND LAZR LUVR ROCK THE BLOCK EVENTS

WHEREAS, North Carolina General Statute 18B-300 (c)(3) permits a city or county, by local ordinance, to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys, or parking lots which are temporarily closed to regular traffic for special events, and;

WHEREAS, Section 6-2 (d) of the City of Hendersonville Code of Ordinances establishes that it "shall not be unlawful for any person to possess or consume any alcoholic beverage on public streets, alleys or parking lots which

are temporarily closed to regular traffic for special events, if the city council has adopted a resolution making provisions for the possession and consumption of malt beverages or unfortified wine or both at such special event, to the extent permitted by such resolution."

NOW THEREFORE BE IT RESOLVED by the city council of the City of Hendersonville, North Carolina, pursuant to the authority granted by general statute and according to the duly adopted local ordinance that,

Oklawaha Brewing Company is permitted to host 3 summer concert events on the following dates, April 26, July 11, and October 10, 2026.

Furthermore, that the possession of alcohol in the form of malt beverages and unfortified wine, be permitted within the event footprint established by the City Special Events Committee and the associated North Carolina Alcohol Beverage Control Special Event Permit on the dates listed above.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

K. Resolution to Permit Alcoholic Beverages at 2026 Rhythm & Brews Summer Concert Series – *Jamie Carpenter, Downtown Manager*

Resolution #R-26-24

HENDERSONVILLE, NORTH CAROLINA
RESOLUTION TO PERMIT THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES AT THE 2026 RHYTHM AND BREWS SUMMER CONCERT SERIES

WHEREAS, North Carolina General Statute 18B-300 (c)(3) permits a city or county, by local ordinance, to regulate or prohibit the possession of malt beverages and unfortified wine on public streets, alleys, or parking lots which are temporarily closed to regular traffic for special events, and;

WHEREAS, Section 6-2 (d) of the City of Hendersonville Code of Ordinances establishes that it "shall not be unlawful for any person to possess or consume any alcoholic beverage on public streets, alleys or parking lots which are temporarily closed to regular traffic for special events, if the city council has adopted a resolution making provisions for the possession and consumption of malt beverages or unfortified wine or both at such special event, to the extent permitted by such resolution."

NOW THEREFORE BE IT RESOLVED by the city council of the City of Hendersonville, North Carolina, pursuant to the authority granted by general statute and according to the duly adopted local ordinance that,

The Friends of Downtown Hendersonville are permitted to host 5 summer concert events on the following dates, June 18, July 16, August 20, September 17, and October 15, 2026.

Furthermore, that the possession of alcohol in the form of malt beverages and unfortified wine, be permitted within the event footprint established by the City Special Events Committee and the associated North Carolina Alcohol Beverage Control Special Event Permit on the dates listed above.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

6. PRESENTATIONS

A. Proclamation – HPD Police Week - *Barbara Volk, Mayor*

Mayor Barbara Volk read the proclamation aloud and presented it to Chief Blair Myhand.

Proclamation for National Police Week 2026

This proclamation is to recognize National Police Week 2026 and to honor the service of all law enforcement officers and the sacrifices of the men and women killed in the line of duty in 2025 while guarding our communities and defending our democracy.

WHEREAS, Mayor Volk and City Council for Hendersonville, North Carolina salute the men and women who do the difficult and dangerous work of safeguarding our communities. Police Officers around the nation understand the tremendous responsibility bestowed upon them in protecting the freedom and liberty of all citizens; and

WHEREAS, the men and women of the Hendersonville Police Department are dedicated to protecting all city residents and visitors with respect and dignity against deception, violence, and disorder; and

WHEREAS, the residents and visitors of the City of Hendersonville recognize the dangers of the law enforcement profession and understand the difficulties in performing the duties and responsibilities of a law enforcement officer; and

WHEREAS, more than 800,000 law enforcement officers serve communities across the United States, including the 47 sworn police officers of the Hendersonville Police Department; and

WHEREAS, while Officers are ever vigilant, 113 Police Officers died in the line of duty in 2025 amounting to over 27,000 line of duty deaths since the first death was recorded in 1786; and

THEREFORE, BE IT RESOLVED that I, Mayor Volk and the City Council for the City of Hendersonville, North Carolina call upon all people to observe ***May 10, 2026 – May 16, 2026,*** as ***National Police Week*** and show support to the law enforcement officers who devote themselves to delivering exceptional service to this community and in communities across this great nation.

PROCLAIMED this 2nd day of April, 2026.

Barbara G. Volk

Barbara G. Volk, Mayor
City of Hendersonville

Seal

Attest: Jill Murray
Jill Murray, City Clerk

B. Proclamation - HPD Telecommunicator Week – *Barbara Volk, Mayor*

Mayor Barbara Volk read the proclamation aloud and presented it to Chief Blair Myhand.

Proclamation for National Public Safety Telecommunicators Week 2026

This proclamation is to recognize National Public Safety Telecommunicators Week 2026 to honor the service, commitment, and sacrifice of over 100,000 public safety telecommunicators in the United States. These individuals are often the first point of contact for citizens in emergencies, providing a critical, calming voice during crises.

WHEREAS, emergencies can occur at any time that require police services; and

WHEREAS, when an emergency occurs, the prompt response of police officers is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Hendersonville Police Department 911 Communications Center; and

WHEREAS, the Public Safety Telecommunicator is the first and most critical contact our citizens have with emergency services; and

WHEREAS, the Public Safety Telecommunicator is the single vital link for our police officers by monitoring their activities by radio, providing them information, and ensuring their safety; and

WHEREAS, the Public Safety Telecommunicators of the Hendersonville Police Department 911 Communications Center has contributed substantially to the apprehension of criminals; and

WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job in the past year; and

THEREFORE, BE IT RESOLVED that I, Mayor Volk and the City Council for Hendersonville, North Carolina call upon all people to observe ***April 12, 2026 – April 18, 2026, as National Public Safety Telecommunicators Week*** in Hendersonville, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

PROCLAIMED this 2nd day of April, 2026.

Barbara G. Volk, Mayor
City of Hendersonville

Attest: Jill Murray
Jill Murray, City Clerk

Seal

C. Proclamation Declaring May 2026 as Housing Month in the City of Hendersonville
- *Barbara Volk, Mayor*

Mayor Barbara Volk read the proclamation aloud and presented it to City Attorney Angela Beeker.

Proclamation

Declaring May 2026 as Housing Month in the City of Hendersonville

WHEREAS, the City of Hendersonville recognizes that access to safe, stable, and affordable housing is a fundamental need for all residents and a cornerstone of a thriving and sustainable community; and

WHEREAS, the City of Hendersonville has demonstrated a longstanding commitment to addressing housing challenges through strategic planning, community engagement, and partnerships; and

WHEREAS, the City has actively pursued funding and partnerships to support affordable housing, including the acceptance of a $750,000 CDBG grant in 2021, for the rehabilitation of homes in the Ashe Street neighborhood, the acceptance of a $1,312,710 and the allocation of $800,000 to the Apple Ridge project being developed by Housing Assistance Corporation in 2022, to support affordable housing development; and

WHEREAS, the City has engaged in extensive community outreach and collaboration, including hosting a Housing Summit on May 16, 2024, with over 200 attendees, and conducting listening sessions with diverse community groups such as the business community, elderly and veterans, African American community, nonprofit organizations, and the Hispanic Latinx community to ensure that housing solutions reflect the needs and values of all residents; and

WHEREAS, the City of Hendersonville has prioritized the development of a Strategic Housing Plan, supported by a $100,000 grant from the Dogwood Health Trust, and informed by a comprehensive Housing Needs Assessment completed by the Development Finance Initiative in 2024, which identified a critical need for 2,200 affordable housing units within the City to meet the demands of low- to moderate-income households; and

WHEREAS, the Strategic Housing Plan outlines key objectives to address housing challenges, including increasing opportunities for homeownership, prioritizing permanently affordable housing for households earning up to 80% of the area median income, integrating housing solutions into neighborhoods to preserve community character, and supporting residents' ability to age in place; and

WHEREAS, the City recognizes the importance of reducing barriers to housing supply, preserving and improving the quality of existing affordable housing stock, and fostering partnerships with businesses, nonprofits, local governments and other stakeholders to ensure that housing costs do not exceed 30% of household income; and

WHEREAS, the City of Hendersonville acknowledges the significant impact of Hurricane Helene in 2024, which exacerbated housing challenges by damaging housing stock, particularly in low-income neighborhoods, and further underscored the need for resilient housing solutions; and

WHEREAS, the City Council and Strategic Plan Steering Committee have worked diligently to explore innovative solutions, including the Community Land Trust model, zoning text amendments, and mixed-income housing developments, to address the housing needs of current and future residents;

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City of Hendersonville, do hereby proclaim May 2026 as **Housing Month** in the City of Hendersonville.

BE IT FURTHER PROCLAIMED, that during this month, the City of Hendersonville encourages all residents, businesses, and community organizations to join in recognizing the importance of affordable housing, supporting ongoing housing initiatives, and working together to create a community where everyone has a safe, stable, and affordable place to call home.

PROCLAIMED this 2nd day of April, 2026.

Barbara G. Volk

Barbara G. Volk, Mayor
City of Hendersonville

Seal

Attest: Jill Murray

Jill Murray, City Clerk



D. Annual Environmental Sustainability Board Sustainability Hero Award Recognition - *Emily Davidson, Chair*

The Hendersonville Environmental Sustainability Board created the Hendersonville Sustainability Hero Award in 2023. The Sustainability Hero Award celebrates outstanding achievement in the pursuit of the City's commitment to lead by example in pursuing environmentally sustainable practices critical to preserving the community for future generations. The Sustainability Hero award will honor an individual City employee or team that is a champion for change and is responsible for development and implementation of sustainability practices in Hendersonville and the surrounding community. Emily Davidson presented this year's hero award to our very own Long-Range Planning Manager, Matthew Manley.



E. Hand's On Children's Museum - *Joseph C. Knight, CEO*

Joseph Knight, CEO of Hand's on Children's Museum, gave the following PowerPoint presentation and requested $42,000 each year for the next five years.






CHEROKEE
THE PEOPLE'S
MUSEUM & WALK OF FAME
A DIVISION OF HANDS ON CHILDREN'S MUSEUM
THE PEOPLE'S
MUSEUM & WALK OF FAME
A DIVISION OF HANDS ON CHILDREN'S MUSEUM


THE PEOPLE'S
MUSEUM & WALK OF FAME
"I note the obvious differences between each and one are
But we are more alike, my friend, than we are unlike"
MAYA ANGELOU
DOES SKIN COLOR EQUAL RACE?


OUTER BANKS


first settlers in
to search property
only given a first
and traded as such.






DOES SKIN COLOR EQUAL RACE?


THE UNDERGROUND RAILROAD
KIRKLAND
Pure Life


FREEDOM
THE UNDERGROUND RAILROAD
CHEROKEE
FREE RESOURCE CENTER

	Date	Amount	Purpose
Year 1 The effective date of this Agreement through June 30, 2027	On or before July 31, 2026	$42,000	For the specific purpose of paying rent for Unit 1 and for no other purpose.
Year 2 July 1, 2027-June 30, 2028	If approved by City Council on or before June 30, 2027, to be paid on or before July 31, 2027.	$42,000	
Year 3 July 1, 2028-June 30, 2029	If approved by City Council on or before June 30, 2028, to be paid on or before July 31, 2028.	$42,000	
Year 4 July 1, 2029-June 30, 2030	If approved by City Council on or before June 30, 2029, to be paid on or before July 31, 2029.	$42,000	
Year 5 July 1, 2030 - June 30, 2031	If approved by City Council on or before June 30, 2030, to be paid on or before	$42,000	

Mayor Volk said that she would like to make this part of the budget discussion on May 1st. A unanimous vote of the Council followed. Motion carried.

7. PUBLIC HEARINGS

A. Rezoning: Conditional Rezoning-Laurel Meadows LIHTC Project C-3 to UR-CZD (26-14-CZD) – *Matthew Manley, AICP- Long Range Planning Manager*

Matt Manley explained that the City of Hendersonville is in receipt of a Conditional Zoning District petition from Woda Cooper Companies, Inc. (applicant). The applicant is requesting to rezone the subject property (PINs 9579-45-0556 and 9579-45-2846 from C-3, Highway Business to UR-CZD (Urban Residential - Conditional Zoning District) for the development of 77 multi-family units. The subject property is approximately 3.32 acres. The parcels are located on Mitchelle Dr on a cul de sac which borders the I-26 east on-ramp near Four Seasons Blvd (US-64). The applicant is applying for Federal Low Income Housing Tax Credits (LIHTC) through the North Carolina Housing Finance Agency. The Future Land Use Character Area designation of the property is Mixed Use-Commercial, and it is located within a Focused Intensity Node (centered around Four-Season Blvd). As a CZD, if approved, the development and use of the property would be limited to the stated list of uses and the proposed developed depicted on the preliminary site plan.



Project Background

Location:
- Address: 238 Mitchelle Dr
- PINs: 9579-45-0556 & 9579-45-2846

Applicant / Owners:
- Nicholas Pak & Tommy Lowmon, Woda Cooper Companies [Applicant]
- Urmish Patel, Samit Hospitality [Owner]

Acreage: 3.32 Acres

Current Zoning: C-3, Highway Business
Proposed Zoning: UR-CZD, Urban Residential Conditional Zoning District

Future Land Use Designation: MU-C, Mixed Use - Commercial



Click to add text | Click to add text | Click to add text

Neighborhood Compatibility Meeting

Date: February 6, 2026
Attendees:
- In-person - 5
- Online – 1
- City Staff – 2
- Applicant – 3

Topics Discussed:
- Traffic – existing intersection issues
- Impacts to camp
- Need for affordable housing

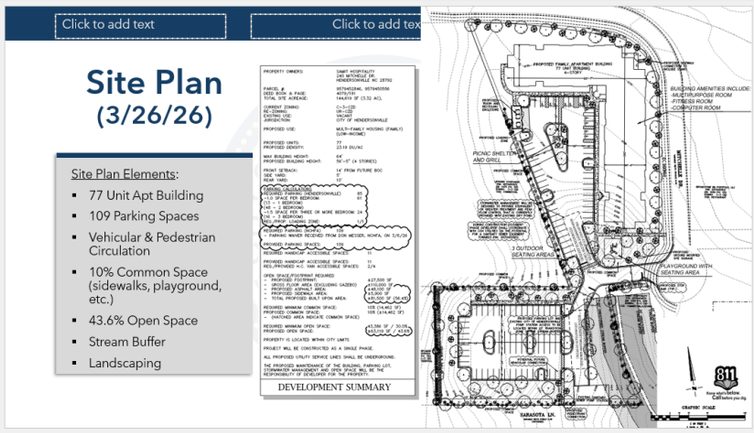




1 – View of the adjacent Outback restaurant. Subject property is to the right.
2 – From the subject property looking north, you can see the I-26 east bound on-ramp.
3 – At the end of the cul de sac you see the access to the site. This is the proposed access for the project and is currently used to access a pump station at the south end of the subject property. If you look close you can see a rock wall which is the location of a culvert which runs underneath this driveway. If you follow the access drive it curves around to the left
4 – and it continues to the pump station visible in the lower right photo. This portion of the site is proposed for a parking area.



1 – Going back to the culvert in the drive, this photo is facing north looking at an existing stormwater detention basin. This flows under the driveway
2 – if you did a 180 on top of the culvert to face south, you see an open stream that originates here. This stream collects the stormwater from the Mitchelle Dr and the developments accessed off of it. If flows south and feeds a pond on the Camp Pinewood Property.
3 – This is a photo of Sarasota Ln at the south end of the property. This is a cleared but unpaved ROW. There is public sewer located in this ROW.
4 – Across Sarasota Ln to the south you can see the neighboring amenities at Camp Pinewood



The Site Plan depicts 77 Residential Units on 3.32 Acres for a Density of 23.2 u/a
The proposed Building has a footprint of 27,500 Sq Ft and is 4-Stories
Transportation
TIA - The anticipated Trip Generation for the project is 569 Daily Trips, 47 AM Peak Hour Trips, & 54 PM Peak Hour Trips. These numbers are below the standard threshold for requiring a TIA per the zoning code. The developer has proposed a condition to waive the TIA that is required for all Urban Residential projects regardless of anticipated Trip Generation.

Access – The property would be accessed solely from Mitchelle Dr. Mitchelle Dr is an NCDOT street from the intersection at Orrs Camp Rd and continues for ¼ mile to the subject property where it changes to a private ROW. At Orrs Camp Rd - Mitchelle Dr terminates at a multi-pronged intersection 200' from Four Season Blvd. This intersection includes Jack St, Orrs Camp Rd, and a commercial access road. There are several open curb cuts and a back-out parking spaces in this area.
Along the southern boundary of the site is Sarasota Ln – which is an unimproved right-of-way that connects to Orrs Camp Rd. It is listed as "Private" on the applicant's survey. Public sewer is present in this ROW.

Sidewalks
There is an existing 5' sidewalk along Mitchelle Dr.
The developer is proposing 2 conditions to be granted relief from the Urban Residential standards for 7' sidewalks:
1 -Requesting that existing 5' sidewalk on Mitchelle Dr remain "as is" and not be required to be improved to 7'
2- Requesting that internal sidewalks be 6.5' abutting parking spaces and 5' for all other pedestrian connections.

Parking: Required per Code : 85 spaces
Required per NCHFA (LIHTC): 135 spaces
Provided: Developer received NCHFA waiver to reduce required parking to 109 spaces
Developer is requesting condition from UR standard for maximum parking of 85

Natural Resources
Stream Buffer:
The USGS topo map indicates a blueline stream running through the center of the property. This stream has been rerouted as the site has been graded and a stormwater detention pond has been placed in the center of the site.
This blueline stream continues along the southeast border of the site where it is daylighted.
The developer is proposing a condition to allow a small infringement on the required 20' transition zone. The 30' stream buffer would be left in tact.

There is no Floodplain present on the site.
This existing stormwater detention pond is proposed to be relocated and reestablished with an underground detention system (i.e. Stormtech)

Tree preservation
The site was cleared and graded when it was originally platted for development in the early 2000s. There is little-to-no mature vegetation on the site, however according to the City's Tree Canopy Coverage Map the site has 31,044 Sq Ft of canopy. This exceeds the 30,000 Sq Ft threshold for requiring preservation standards be met.
A condition proposed by the developer at Planning Board to waive the canopy preservation standards has been rescinded (as was recommended by Planning Board).
Vegetation in the Stormwater Detention Pond on the site may have been cleared for maintenance of the facility since the Canopy Coverage was last calculated. Staff wants to clarify that the application of Tree Canopy Preservation standards will be based on the assessed canopy coverage at the time of Final Site Plan submittal.

Planting requirements.
The site will be required to provide new landscaping for a total of 114 new trees and 180 new shrubs:
[IF NEEDED]
Vehicular Use Area – Trees Provided: 33
Buffer Plantings – Trees Provided: 6
Street Trees – Trees Provided: 27
Planting Strip – Trees Provided: 19
Common Space – Trees Provided: 29



Building Design
4-Story Structure with a Max. 47'-3.5" to mid-point of gable
Gabled and Hip Roof
1st Level & portions of 2nd Level feature brick
Upper floors feature fiber cement lap siding w/ vertical accent siding
2' Min. bump-outs on street-facing facade

Conditions

Developer-Proposed Conditions:

1. The Proposed development is LIHTC (low-income housing tax credit). All (77) units shall be made available at or below 80% AMI. The proposed development will provide family affordable housing as governed by North Carolina Housing Finance Agency requirements. **[Staff + PB Agree]**
2. Due to existing conditions on the site, the Developer is requesting relief from Sec 17-3-3 - specifically that the Developer will not be responsible for removing any existing impervious surfaces currently located in the 20' Transition Area of the Stream Buffer on the site. The 30' Stream Buffer on the site is protected and will continue to be maintained by the Developer. However, the City has established an impervious driveway in the 20' Transition Area which provides access to a sewer pump station on the south end of the property. The Developer will work to reduce the existing impacts on the Transition Zone where feasible and will not further encroach in this 20' area. To further limit impacts in vicinity of the Stream Buffer, the developer will reduce the width of the driveway to the rear parking lot to the minimal width allowed per code to minimize the introduction of new impervious surfaces. The Developer is limited in their ability to further mitigate impacts at the location due to: 1) rules established by NCHFA that do not permit the use of pervious surfaces for vehicular use and 2) the requirement that access to pump station be maintained for the City. **[Staff Agree – PB Disagree | Developer Modified/Clarified Condition]**
3. Based on the existing pavement width of Mitchelle Drive there is not adequate room to delineate on-street parking therefore the developer is requesting relief from the requirement to add on-street parking per 5-25-5.16b **[Staff + PB Agree]**

There are 8 Developer Proposed Conditions. Staff is in agreement with all 8. Planning Board recommended 7 of these 8 with #2 being the exception. Let's quickly run through them:

1. Rents for project shall be at or below 80% AMI
2. Allow for the existing encroachment into the 20' Transition Zone of the Stream Buffer to remain. Existing impervious surface in the 20' Transition Zone was installed by the City. This is needed to meet NCHFA standards which do not allow for the use of pervious materials and to maintain access to City pump station.
3. Waives requirement for On-Street Parking

Conditions

Developer-Proposed Conditions:

4. Developer is requesting existing sidewalk along Mitchelle Drive to remain "as is" versus widening to 7', as required under section 5-25-5.15b. **[Staff + PB Agree]**
5. Internally the development is providing 6.5' (0.5' back of curb and 6' sidewalk) along all parking spaces that abut a parking space and 5' sidewalk for all other pedestrian connections and is requesting this reduction instead of the 7' sidewalk as required under section 5-25-5.15. **[Staff + PB Agree]**
6. Based on downstream neighbor concerns about sediment the developer is committed to providing enhanced erosion control devices during construction. Such devices could potentially include extended sediment times and flocculent devices to remove additional sediment from leaving the site. **[Staff + PB Agree]**
7. The minimum # of parking spaces required by NCHFA is 109. Therefore, the developer is requesting relief from 5-25-5.16a on the maximum allowable parking. **[Staff + PB Agree]**
8. Developer has supplied a trip generation letter and is requesting relief from needing to complete a TIA as required under Section 5-25-5.3.1. **[Staff + PB Agree]**

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4. Sidewalk to remain at 5' on Mitchelle Dr
5. Internal sidewalks would be granted relief from 7' requirement but would be 6.5' adjacent to parking and 5' elsewhere.
6. Developer proposes to exceed min. standards for soil & erosion control to address concerns heard at the NCM from owners of Camp Pinewood
7. Allows the development to exceed the maximum number of parking spaces (unique requirement of Urban Residential)

Conditions

City-Proposed Condition:

1. To better address Urban Residential Zoning District standards, to better achieve the Gen H Plan Guiding Principle for Conserved & Integrated Open Space, and to assist the goals of the Parks & Greenspace Master Plan, the developer shall install active or passive recreational amenities in available open spaces on the site. **[Developer Agreed]**
2. The City requests that the proposed SCM be evaluated and, if feasible, resized to provide storage and peak flow attenuation for the 25-year storm event. Increasing capacity would help reduce peak discharge to a downstream system with known limitations and minimize potential flooding and erosion impacts to receiving infrastructure and adjacent properties. **[Developer Agreed]**

Planning Board-Proposed Condition:

1. Developer agrees to evaluate any springheads on site to ensure that water supply levels are maintained to the adjacent creek flowing south to Camp Pinewood. **[Developer Agreed]**
2. Work with the ownership of Camp Pinewood to put up a fence at developer's expense in a way that's agreeable. [**Developer Not Agreed**] [*Staff do not recommend a fence on the subject property side of Sarasota Ln as this can limit potential pedestrian connectivity to adjacent commercial uses and neighborhood streets.*]

We have two additional City-Proposed Conditions. The Developer has agreed to both. This includes programming viable open space on-site to accommodate additional recreational amenities for residents. And the evaluation of feasibility of installing a 25-year stormwater management system.

The Planning Board also recommended two additional Conditions.

1) The developer agrees to evaluate any springheads on the site to ensure the development does not inadvertently impact the water supply to the pond at Camp Pinewood.
2) The Board recommended that the Developer and Camp Owner work together to identify an agreeable location for a fence that would be constructed at the developer's expense. The Developer has not agreed to this and it is not included in your motion. Further, staff would not recommend a fence that was located on the southern boundary of the subject property at Sarasota Ln as this would impact potential pedestrian connectivity that could significantly improve walkability by providing access to shopping, employment, worship, recreation, etc.

General Rezoning Standards:
1) COMPREHENSIVE PLAN CONSISTENCY

LAND SUPPLY, SUITABILITY & INTENSITY	**Land Supply Map:** The subject property is classified as a Undeveloped. **Land Suitability:** The subject property was scored accordingly: Residential - Moderate to Less Suitable Commercial – Suitable Industrial - Most Suitable **Development Intensity:** The subject property is located in an area designated as "Moderate" for Development Intensity. **Intensity Nodes:** The subject property is located between in an Intensity Nodes centered on Four Seasons Blvd. **Focus Area:** The subject property is located but outside of the Focus Area for Blue Ridge Mall
FUTURE LAND USE & CONSERVATION MAP	**Designation**: "Mixed Use - Commercial" **Character Area Description**: Consistent **Zoning Crosswalk**: N/A – The Zoning Crosswalk needs to be updated to better align with current Zoning District Standards.

Moving into the Rezoning Criteria
Criteria 1 - Comprehensive Plan Consistency - The Gen H Comprehensive Plan identifies the subject property as Undeveloped. On the Future Land Use & Conservation Map the site is designated as *Mixed Use – Commercial* and it is located in a *Focused Intensity Node.*

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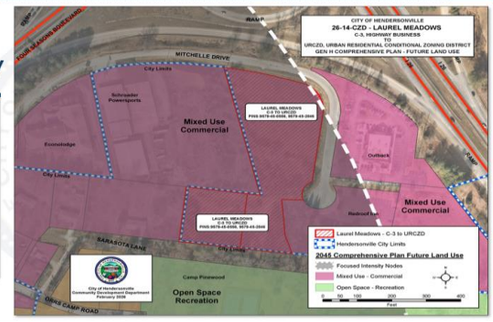
Comprehensive Plan Consistency

Future Land Use
- MU-C (Focused Intensity Node)
- OS-R
- MGL



According to the City's Gen H Future Land Use & Conservation Map, Parcels to the west and those flanking Four Seasons Blvd are also characterized as Mixed Use Commercial and are also located in the Focused Intensity Node. Properties to the southwest outside of the MU-C designation transition to Multi-Generational Living. To the direct south is the tract of Camp Pinewood which is unique in its designation as Open Space – Recreation. Properties depicted in the dark circle to the west are in a Focused Intensity Node which are *"...intended to be the largest activity centers outside of downtown and support a broad range of compatible uses. Each MU-C is flanked by multiple character areas, some of which are encompassed by the centers shown on the map above. Within these centers, connectivity and compatible relationships should be prioritized to create seamless transitions between developments."* Additionally, Mixed Use-Commercial is described as *"...centers of activity with a mix of retail, restaurant, service, office, and civic uses, as well as various residential housing types..... Buildings of two or more stories are common, and streets feature short block lengths and pedestrian facilities. Open spaces include plazas, formal greens, and pocket parks. This activity center is intended to be the City's most intense district outside of the Downtown character area.*

General Rezoning Standards: 2) COMPATIBILITY

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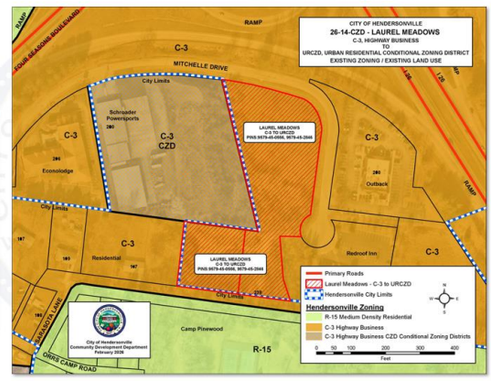
Current Land Use & Zoning

Subject Property
- C-3

Surrounding Zoning
- C-3
- R-15

Surrounding Land Use
- Lodging
- Restaurants
- Camp



Looking at Criteria 2 for Compatibility - The subject property is located in the corporate limits of the City of Hendersonville and zoned C-3 Highway Business. Properties to the north, west, and east are also zoned C-3 as the general character of the area is defined by proximity to Four Seasons Blvd and Interstate 26. The uses in this area are typical for an interstate interchange with hotels and restaurants being the most common. Other retail shops are also within walking distance with the Blue Ridge Mall located approximately ½ mile from the subject property.

To the south of the subject property the commercial character abruptly transitions to properties zoned R-15, Medium Density Residential. The largest of these is the 50-acre parcel along Orrs Camp Rd that makes up Camp Pinewood. The other R-15 parcels are single-family homes located between Jack St and Orrs Camp Rd.
To the west of the R-15 district is a pocket of RCT (Residential Commercial Transition) zoning which permits the reuse of residential dwellings for business purposes.

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C-3 Permitted Uses

Accessory dwelling units subject to supplementary standards contained in section 16-4, below
Accessory uses and structures
Adult care centers registered with the NC Department of Health and Human Services (DHSS)
Animal hospitals and clinics as long as they contain no outdoor kennels
Automobile car washes
Automobile sales and service establishments
Automotive paint and body work
Banks and other financial institutions
Bed and breakfast facilities
Business services
Congregate care facilities, subject to supplementary standards contained in section 16-4, below
Construction trades facilities so long as the storage of equipment and materials is screened from view from any public rights-of-way
Convenience stores with or without gasoline sales
Cultural arts buildings
Dance and fitness facilities
Dry cleaning and laundry establishment containing less than 6,000 square feet of floor area
Farm equipment sales and service
Food pantries, subject to the supplementary standards contained in section, 16-4 below)
Food processing establishments containing less than 10,000 square feet of gross floor area
Funeral homes
Golf driving ranges and par three golf courses
Greenhouses and commercial nurseries
Home occupations
Hotels and motels
Laundries, coin-operated
Microbreweries, micro-distilleries, micro-cideries, and micro-wineries, subject to supplementary standards contained in section 16-4, below
Mobile food vendors, subject to supplementary standards contained in section 16-4, below
Mobile homes sales establishments so long as they are situated on a major thoroughfare containing four or more traffic lanes
Music and art studios
Newspaper offices and printing establishments
Nursing homes subject to supplementary standards contained in section 16-4, below
Offices, business, professional and public
Parking lots and parking garages
Parks
Personal services
Planned residential developments (minor), subject to the requirements of article VII, below
Private clubs
Progressive care facilities subject to supplementary standards contained in section 16-4, below
Public and semi-public buildings
Recreational facilities, indoors
Recreational facilities, outdoors, commercial
Religious institutions
Repair services, miscellaneous
Residential care facilities
Residential dwellings, single-family
Residential dwellings, two-family
Rest homes subject to supplementary standards contained in section 16-4, below
Restaurants
Restaurants, drive-in
Retail stores
Schools, post-secondary, business, technical and vocational
Schools, primary and secondary
Service stations
Signs, subject to the provisions of article XIII
Small scale manufacturing, subject to the supplementary standards contained in section 16-4, below
Telecommunications antennas, subject to supplementary standards contained in section 16-4, below
Telecommunications towers, subject to supplementary standards contained in section 16-4, below
Theaters, indoor
Wholesale businesses

Special Uses - Animal boarding facilities
Bus stations
Child care centers
Civic clubs and fraternal organizations
Mini-warehouses
Public utility facilities

Really quickly I wanted to highlight some of the uses permitted in C-3. As you can see there is a long list of land uses, some of which are more intense than others and some which generate substantial traffic.

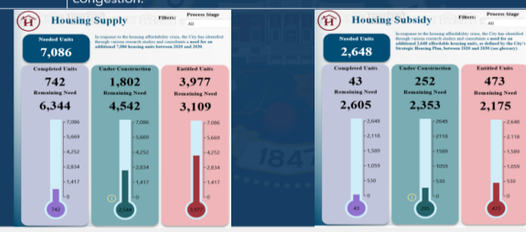
General Rezoning Standards: 2) COMPATIBILITY

EXISTING CONDITIONS	• Previously graded site adjacent to dine-in restaurant and a 49-unit, 2-story hotel. Mitchelle Dr features 2 additional hotels and a motorsports shop. To the south sits a 50-Acre summer camp and other low intensity uses. • Low intensity uses separated from the subject property by an unimproved right-of-way. • Proposed addition of multi-family use is in transition area • For improved compatibility, the area would be better served by greater walkability on and around Four Seasons Blvd. as well as with access to public recreation / open spaces. • The addition of a 4-story structure in this location introduces a greater height than that which is found in the immediate vicinity. However, the location of the building has been shifted to the north side of the site away from lower intensity uses.
GEN H GOALS	**Vibrant Neighborhoods:** Consistent **Abundant Housing Choices:** Consistent **Healthy and Accessible Natural Environment:** Consistent **Authentic Community Character:** Consistent **Safe Streets and Trails:** Consistent **Reliable & Accessible Utility Services:** Consistent **Satisfying Work Opportunities:** N/A **Welcoming & Inclusive Community:** N/A **Accessible & Available Community Uses and Services:** N/A **Resilient Community:** N/A
GEN H GUIDING PRINCIPLES	**Mix of Uses:** Consistent **Compact Development:** Consistent **Sense of Place:** Consistent **Conserved & Integrated Open Spaces**: Inconsistent **Desirable & Affordable Housing:** Consistent **Connectivity:** Consistent **Efficient & Accessible Infrastructure:** Consistent

It is staff's analysis that a Multi-Family use is an appropriate addition in this area because it allows for a transition from the high intensity uses to the low intensity uses described in the previous slide. Additionally, the four-story structure has been sited to the far north end of the site to limit impacts on adjacent lower intensity uses.
The project is found to be consistent with 6 of the 6 relevant Gen H Goals and 6 of 7 relevant Guiding Principles from the Comprehensive Plan.

General Rezoning Standards

3) CHANGED CONDITIONS	Need for Affordable Housing
4) PUBLIC INTEREST	Strategic Housing Plan - The addition of 77 multi-family Low-Income Housing Tax Credit apartment units would help the City to achieve Goal #2 – "The City of Hendersonville accommodates an additional 2,200 permanently affordable housing units to those making up to 80% AMI over the next 5 years, as identified by DFI". Mix of Uses/Nodal Development - The integration of residential uses in a commercial node introduces a mix of uses that can reduce vehicular trip lengths, accommodate non-vehicular travel (walking/biking), and improve efficiency of transit in order to combat automobile congestion.



For Criteria 3 - Changed Conditions – The proposed development helps to address the City's need for additional subsidized housing. As you can see in the graphics below, the City has estimated a total housing need of 7,086 new units between 20220-2030.
742 of those have been constructed, 1,802 are under construction, 3,977 have been entitled – leaving a gap of 3,109 units.
Additionally, of those total units, the City needs 2,648 permanently affordable units. 43 of those are complete – this is represented by Hawkins Pointe which is a LIHTC project constructed and managed by the applicant. There are 252 affordable units under construction. 473 affordable units have been entitled. This leaves a gap of 2,175 affordable units still needed.

For Criteria 4 - Public Interest – In addition to addressing affordable housing, the proposed location promotes a mix of uses which has a range of potential benefits primarily focused around transportation and economic development solutions.

General Rezoning Standards

5) PUBLIC FACILITIES	The street network in the immediate vicinity of the subject property is unfriendly for bicycle and pedestrian travel. Additionally, Four Seasons Blvd. is part of the Region's High Injury Network and poses high risks to drivers as well. - Public recreational opportunities in the vicinity of the subject property are limited. The area is identified as a Phase 3 Priority (P17) in the Future Park System recommendations in the City's Parks & Greenspace Master Plan.



For Criteria 5 - Public Facilities – The surrounding street network poses a risk to all users as identified by Safe Streets for All High Injury Network and with the lack of bicycle and pedestrian facilities in this location. The Annual Avg Daily Traffic of Mitchelle Dr is currently reported at 3300 daily trips. This would make the Laurel Meadows project responsible for less than 15% of the traffic coming from Mitchelle Dr. As the applicant's trip generation letter outlines, there are other uses permitted by-right that would generate daily trips in excess of those projected for the proposed development.

Additionally, according to the City's adopted Parks and greenspace Master Plan, recreational facilities are needed in this area as it identifies this area as a Phase 3 need.

General Rezoning Standards

6) EFFECTS ON NATURAL ENVIRONMENT	Blueline stream - The developer is proposing a condition to allow a small infringement on the required 20' transition zone adjacent to the 30' stream buffer. Stormwater management – poor current conditions, increase in the amount of impervious surfaces on the site. Tree Cover - Currently covered with volunteer and invasive vegetation. Proposes to plant 114 trees and 180 shrubs.



For Effect on Natural Environment – A minor impact to a portion of the transition zone of a blue line stream is proposed to be maintained. The proposed development will significantly increase the impervious surfaces on the site and reduce natural filtration.
The existing vegetation on the site is scrubby volunteer growth with invasive species, most of which was allowed to grow in an unmaintained stormwater detention pond. The proposed project's overall impact on the site's landscaping will be a significant net enhancement.

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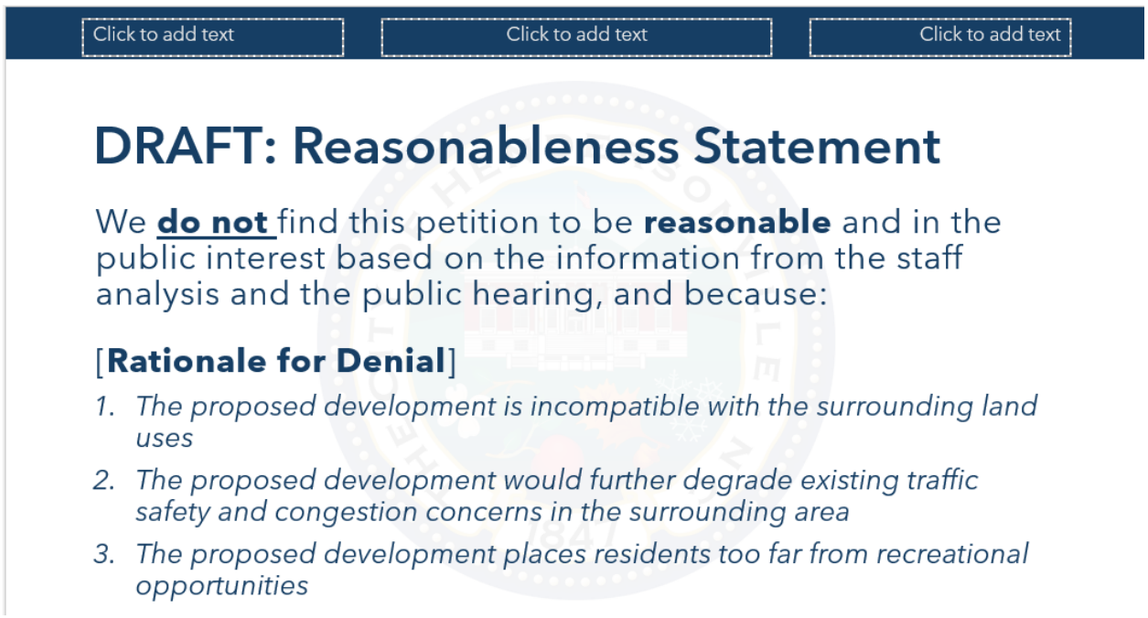
PLANNING BOARD: Comprehensive Plan Consistency Statement

The petition is found to be **consistent** with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition for the 77-unit Low-Income Housing Tax Credit Multi-Family project is consistent with the Future Land Use and Conservation Map Designation of 'Mixed Use – Commercial'. Additionally, the petition is consistent with a range of the Goals & Guiding Principles including those supporting Affordable Housing, Compact Development and the Mixing of Land Uses.





The applicant Tommy Lowman, Senior Vice Presdient of Development, made the following PowerPoint presentation.



Woda Cooper Companies

Nick Pack,
Development Specialist

Tommy Lowmon,
Sr. Vice President
Development

- Founded in 1990 – 35 Years in business
- Linearly integrated- Develop, Construct, and Manage
- Corporate office in Columbus OH
- Satellite office in Savannah GA
- Own in Perpetuity

WODA COOPER COMPANIES

Previous NC Developments



- **Rooney Ridge**
  - Roanoke Rapids, NC
- **Old Firetower Place-**
  - Greenville, NC
- **Hawkins Pointe-**
  - AHF Reader's Choice: Best Rural Development and Property of the Year







WODA COOPER COMPANIES

Area Information

- 238 Mitchelle Drive





WODA COOPER COMPANIES

Concept Design



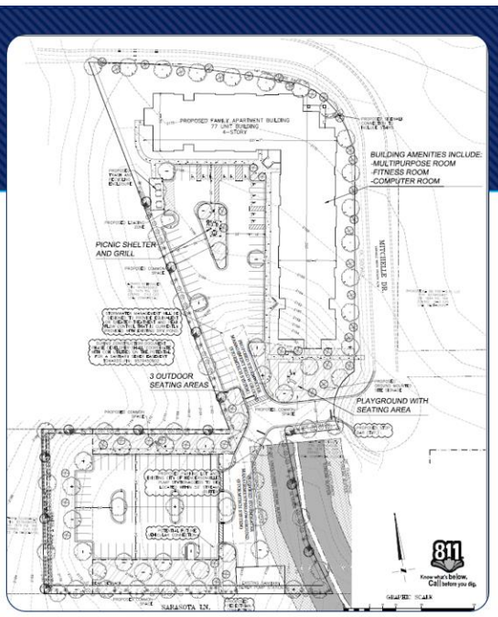


WODA COOPER COMPANIES

Preliminary Site Plan

- 1 – 4 Story elevator building
- 77 Units
  - 13 1BR
  - 48 2BR
  - 16 3BR
- Target population: General Occupancy
- Rent ranges-

  1 BR - $360-$950
  2 BR - $415-$1,095
  3 BR - $440-$1,200



WODA COOPER COMPANIES

Income and Rent Limits

Income Limits for 2025

Persons	60%	30%	70%
1 Persons	$39,120	$19,560	$45,640
2 Persons	$44,700	$22,350	$52,150
3 Persons	$50,280	$25,140	$58,660
4 Persons	$55,860	$27,930	$65,170
5 Persons	$60,360	$30,180	$70,420
6 Persons	$64,800	$32,400	$75,600
7 Persons	$69,300	$34,650	$80,850
8 Persons	$73,740	$36,870	$86,030
9 Persons	$78,180	$39,090	$91,210
10 Persons	$82,680	$41,340	$96,460
11 Persons	$87,120	$43,560	$101,640
12 Persons	$91,620	$45,810	$106,890

Based on 2025 MTSP Income

Rent Limits for 2025

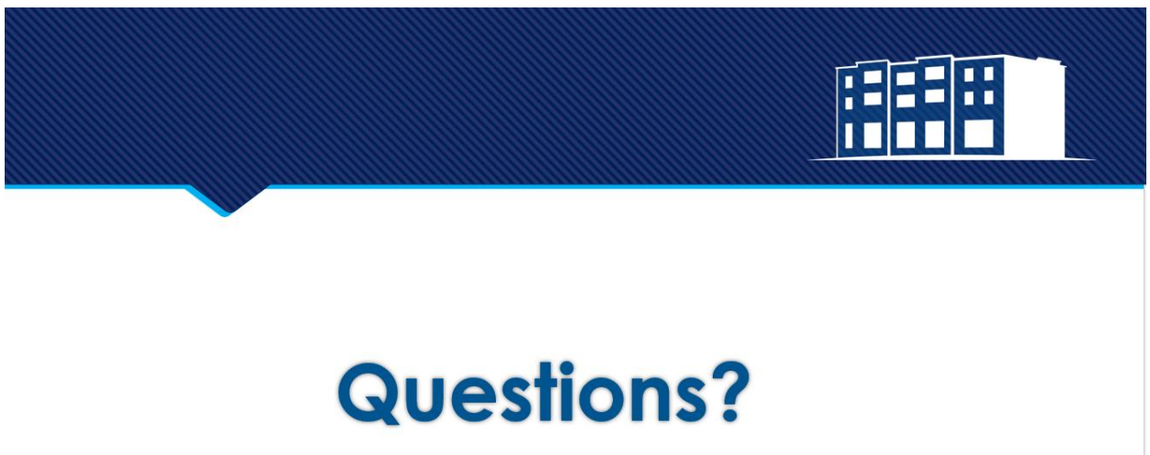
Bedrooms (People)	60%	30%	70%	FMR
1 Bedroom (1.5)	$1,047	$523	$1,222	$1,347
2 Bedrooms (3)	$1,257	$628	$1,466	$1,512
3 Bedrooms (4.5)	$1,452	$726	$1,694	$1,944

Based on 2025 MTSP Income

WODA COOPER COMPANIES







The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 7:05 p.m.

In Person

Chae Davis spoke against conditional rezoning mostly because of the traffic that is already in that area.

Ken Fitch spoke about stormwater management being a possible issue and there is a children's camp that is nearby and added that this location is where the Piedmont air crash occurred almost 60 years ago. A mid-air collision of two planes with bodies, debris and jet fuel covering that area. Years later there may be no evidence of this event occurring but constructing a 4-story building on this site and constructing the essential stormwater system may unearth material best left undisturbed.

Casey Schroader, Owner of Schroader Power Sports, spoke against conditional rezoning as he owns the powersports building next door to this property and is worried about the traffic situation. There is one way in and one way out and Starbucks blocks the traffic every morning. It is already above capacity and there are not currently any residential buildings there, it is all commercial. There are a lot of issues that still need to be addressed.

Courtney Fleming spoke against conditional rezoning on behalf of Schroader Power Sports and said they are worried about suitability of building on this site as well as the traffic that is already bad and will only get worse if this project proceeds.

Biren Patel spoke for conditional rezoning, but he agrees that traffic is bad and they need more stop signs.

City Manager Connet added that the City Clerk delivered an email to him and Council from the Schroaders as well.

The public hearing was closed at 7:32 p.m.

Council Member Gina Baxter moved that the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9579-45-0556 & 9579-45-2846) from C-3 Highway Business to Urban Residential Conditional Zoning District for the development of a 77-unit, low-income housing tax credit multi-family project based on the preliminary site plan and list of conditions [dated 3/26/26] submitted by and agreed to by the applicant and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses

Permitted Uses:

1. 77 Unit – Multi-Family Residential

2. The petition is found to be **consistent** ***with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:***

The petition for the Low-Income Housing Tax Credit Multi-Family project is consistent with the Future Land Use and Conservation Map Designation of 'Mixed Use – Commercial,' Additionally, the petition is consistent with a range of the Goals & Guiding Principles including those supporting Affordable Housing, Compact Development, and the Mixing of Land Uses.

3. We find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. ***The proposed development is compatible with surrounding residential & non-residential land uses***
2. ***The proposed development allows for a mix of uses within a 'focused intensity node'***
3. ***The proposed development serves to address the City's need for additional subsidized affordable housing.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-05

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE, FOR CERTAIN PARCEL (POSSESSING PIN NUMBERS 9579-45-0556 & 9579-45-2846), BY AMENDING THE ZONING DESIGNATION FROM C-3, HIGHWAY BUSINESS TO UR-CZD, URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9579-45-0556 & 9579-45-2846
Laurel Meadows LIHTC Project | File # 26-14-CZD

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant, Nicholas Pak & Tommy Lowmon of Woda Cooper Companies and property owner, Urmish Patel of Samit Hospitality LLC., for the development of 77-unit Low Income Housing Tax Credit multi-family project; and

WHEREAS, Planning Board took up this application at its rescheduled regular meeting on March 12, 2026; voting 9-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 2, 2026, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City's comprehensive, and

WHEREAS, City Council has found that this zoning map amendment is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on April 2, 2026,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9579-45-0556 & 9579-45-2846 by changing the zoning designation from C-3, Highway Business to UR-CZD, Urban Residential Conditional Zoning District

2. Development of the parcel pursuant to this Ordinance is subject to the following.

    a. Development shall comply with the site plan submitted by the applicant dated [March 26, 2026], including the conditions listed therein, [and/or as modified and presented to City Council] [and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].

    b. Permitted uses shall include:
        i. 77 Multi-Family Residential dwellings

    c. Additional conditions that shall be satisfied prior to final site plan approval include:
        i.

3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.

4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

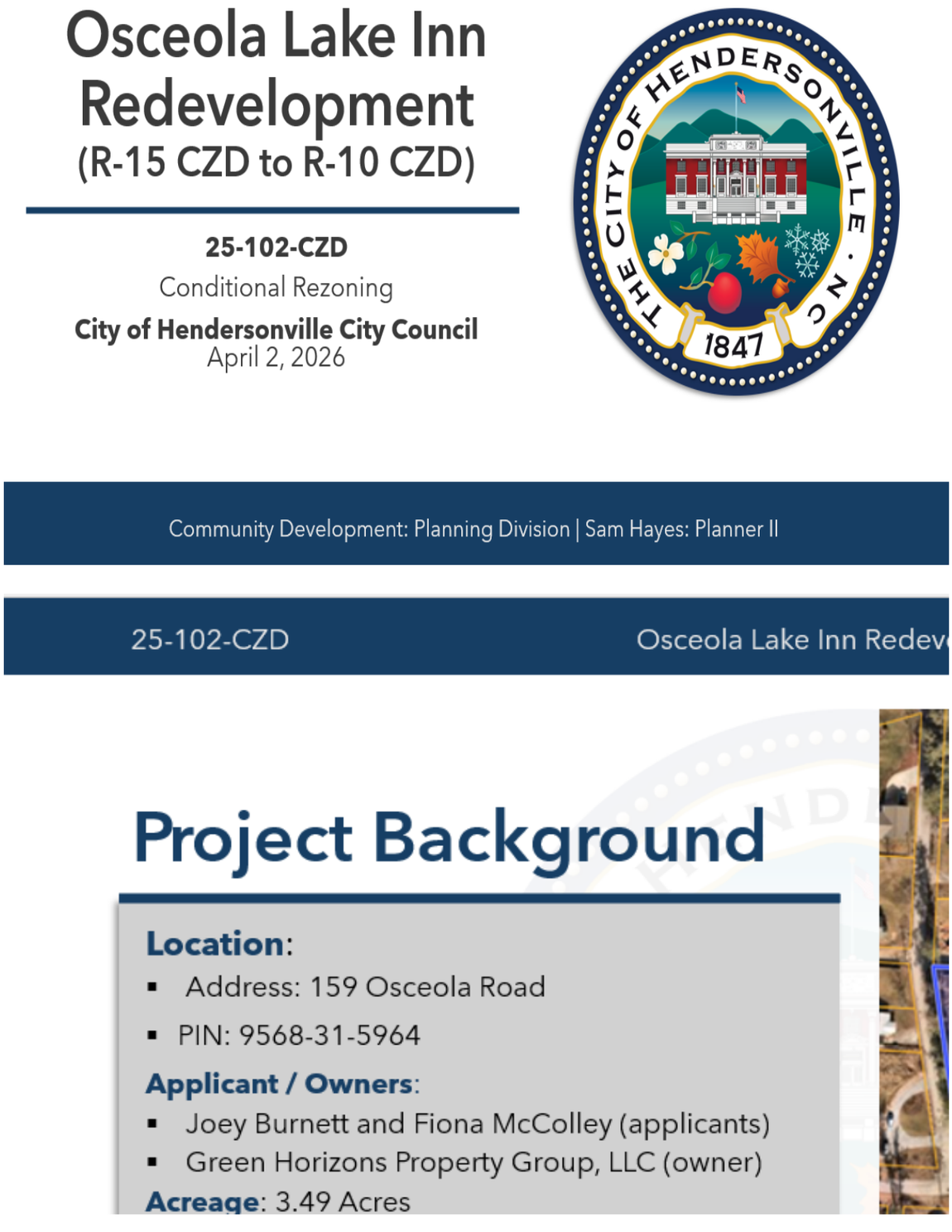
    This ordinance shall not be effective until the list of use(s) and conditions, established herein, is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

Adopted this 2nd day of April 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

B. Rezoning: Conditional Zoning District – Osceola Lake Inn Redevelopment (25-102-CZD) – *Sam Hayes, Planner II*

Sam Hayes explained that the City of Hendersonville has received an application for a Conditional Zoning District from Joey Burnett and Fiona McColley for the property located at 159 Osceola Road (PIN: 9568-31-5964). The property is currently zoned as Medium Density Residential Conditional Zoning District (R-15 CZD), and the applicant is requesting a rezoning to R-10 CZD. The project is planned in three phases, with the first phase being an adaptive reuse of the historic inn, which dates to the early 20th century. The second phase is to construct the accessory structures associated with the adaptive reuse use in the historic inn. Phase III would be to construct 14 housing units and a clubhouse in the eastern portion of the site. The applicant is proposing several uses, including hotel, restaurant, wellness center, and 14 housing units. The application was unanimously recommended for approval by planning board at its March 12th, 2026 meeting.



25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

Neighborhood Compatibility Meeting

Date: December 9th, 2025

Attendees:

- In-person - 4
- Online – 1
- City Staff – 3
- Applicant – 2

Topics Discussed:

- Impact of project on neighboring properties.
- Concerns over density of the housing (prior application had 26 proposed units)
- Questions pertaining to the improvements of the roads





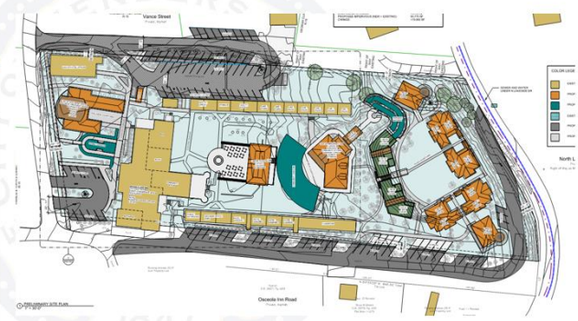
N Lakeisde drive
Applicant applied for and received a demolition permit to begin the demolition of the building seen in the left side of the bottom right image. The building is unsafe and therefore staff provided a demolition permit to assist with taking the structure down.

25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

Site Plan

The Applicant has submitted the following site plan to show:

- The proposed uses for the existing building on the site
- The proposed new construction on the site including:
  - A wellness center
  - Tea house
  - 14 housing units and clubhouse



Existing structure as an adaptive reuse
- 10 hotel rooms
- Artist studios (15)
- Reastaurant
- Bar
- Event space
- Business center

New construction
- Wellness center
- Tea House
- Residnetial with community building

14 residential units. Density utilizing the half density calculation for units less than 1200 square feet is 9 units.

Existing parking to the north.
Re-work of parking lot on southwestern corner.
Addition of more parking on private road.
Currently meeting parking requirements. The city zoning requirements have been met for this project.

Landscaping – As of now, the applicant is sufficiently providing landscaping for the project, however, staff will need to review a final landscaping plan with more details to ensure full compliance. I will note that tree canopy preservation is not triggered for this project.

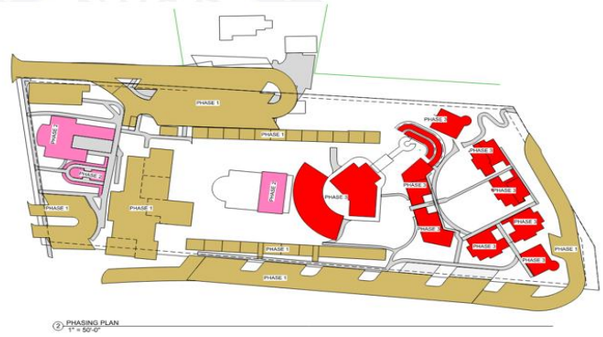
Several outstanding comments pertaining to other departments. The applicant can speak to these more, but I'll note that these are things that staff would prefer to be resolved at preliminary site plan, but can be resolved at final site plan. The risk that is taken by the applicant is that the requested changes by other departments would require substantial changes to the plan which would require them to seek an amendment to their approved conditional zoning district.
- Fire – In the county, county fire marshal needs to review the plan to ensure conformance with the fire safety standars
- Utilities needs to review a detailed utility plan to determine what upgardes to existing infrasture are required
- NCDOT will need to review the plans to determine if improvements to the existing road network is required
- Our city stormwater administrator will need to review a detailed stormwater management plan.

25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

Site Plan

The Applicant has submitted the following site plan to show:

- Phase 1 – Existing structures, parking
- Phase 2 - New construction associated with adaptive re-use
- Phase 3 – Housing and clubhouse



Conditions

Developer-Proposed Conditions:

1. Allow accessory buildings to be set in front of the principal structure.
2. Allow for the additional structures to serve as accessory uses to the primary adaptive re-use, thereby waiving section 16-4-2 (c)

25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

R-10 zoning district which does not allow new construction of accessory structures in front of the primary structure.

Conditions

City-Proposed Condition:

1. The project must be compliant with all applicable fire, utility, NCDOT, and stormwater standards upon final site plan approval.
2. The renovation of the historic structures should be done in the spirit of the Secretary of Interior Standards for Rehabilitation.
3. ~~The resiliency hub shall be constructed as part of the residential construction phase of the plan.~~

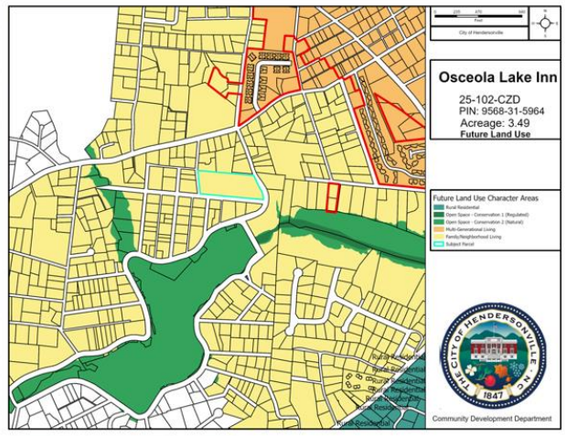
25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

Comprehensive Plan Consistency

Future Land Use

- Family/Neighborhood Living
- Multi-Generational Living
- Open Space



General Rezoning Standards:
1) COMPREHENSIVE PLAN CONSISTENCY

LAND SUPPLY, SUITABILITY & INTENSITY	**Land Supply Map:** **Development Intensity:** The subject property is located in an area designated as "Somewhat Low" for Development Intensity.
FUTURE LAND USE & CONSERVATION MAP	**Designation**: Family/Neighborhood Living **Character Area Description**: Consistent **Zoning Crosswalk**: Consistent

25-102-CZD Osceola Lake Inn Redevelopment April 2, 2026

Current Land Use & Zoning

Subject Property

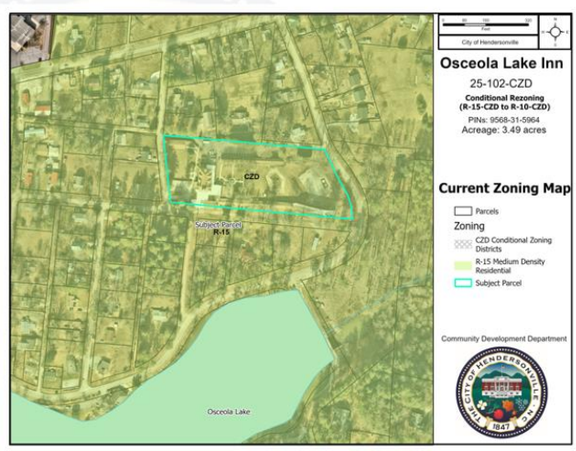
- R-15 CZD

Surrounding Zoning

- R-15

Surrounding Land Use

- Mostly residential
- Some commercial in the larger vicinity



General Rezoning Standards: 2) COMPATIBILITY

EXISTING CONDITIONS	The subject property currently has a 4 story Inn which includes an existing restaurant space, two additional structures with guests rooms in them, a former dance hall that serves a residence, and several paved and gravel parking areas. The previous conditional rezoning authorized the inn to be adaptively reused as a hotel with 20 guest rooms, a café, and an event and conference space.
GEN H GOALS	**Vibrant Neighborhoods:** Consistent **Abundant Housing Choices:** Consistent **Healthy and Accessible Natural Environment:** Consistent **Authentic Community Character:** Consistent **Safe Streets and Trails:** Consistent **Reliable & Accessible Utility Services:** Consistent **Satisfying Work Opportunities:** N/A **Welcoming & Inclusive Community:** Consistent **Accessible & Available Community Uses and Services:** Consistent **Resilient Community:** N/A
GEN H GUIDING PRINCIPLES	**Mix of Uses:** Consistent **Compact Development:** Consistent **Sense of Place:** Consistent **Conserved & Integrated Open Spaces:** Consistent **Desirable & Affordable Housing:** Consistent **Connectivity:** Consistent **Efficient & Accessible Infrastructure:** Consistent

General Rezoning Standards

3) CHANGED CONDITIONS	The applicant's business model has evolved resulting in the need for more uses to be allowed on the site, as well as a new construction housing element.
4) PUBLIC INTEREST	The redevelopment of this site would activate a large parcel in the City's ETJ that has a large existing structure and existing infrastructure. The small increase in density from R-15 to R-10 is a logical progression, especially given the adaptive re-use of the site.
5) PUBLIC FACILITIES	The subject property will be required to petition to annex to receive sewer connection for the new construction on the site. The existing structures have access to sewer already through a previous agreement with the city.
6) EFFECTS ON NATURAL ENVIRONMENT	The project does not trigger tree canopy preservation, though the applicant has elected to preserve a large number of mature trees along the northern boundary. The applicant is proposing a number of sustainable development practices that will assist with stormwater retention and other environmental impacts.

Planning Board Recommendation

- The motion carried 9 to 0.
- The City of Hendersonville Planning Board made a motion recommending ***approval***, finding the petition to be consistent with the comprehensive plan and finding it to be reasonable and in the public interest based on the information from the staff analysis and the public comments presented at their meeting on March 12th, 2026.

DRAFT: Comprehensive Plan Consistency Statement

The petition is found to be **consistent** with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition is consistent with a range of Goals, Guiding Principles, and the Future Land Use Designation of Family/Neighborhood Living as defined in Chapter IV of the Gen H Comprehensive Plan.

DRAFT: Reasonableness Statement

We find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

[**Rationale for Approval**]

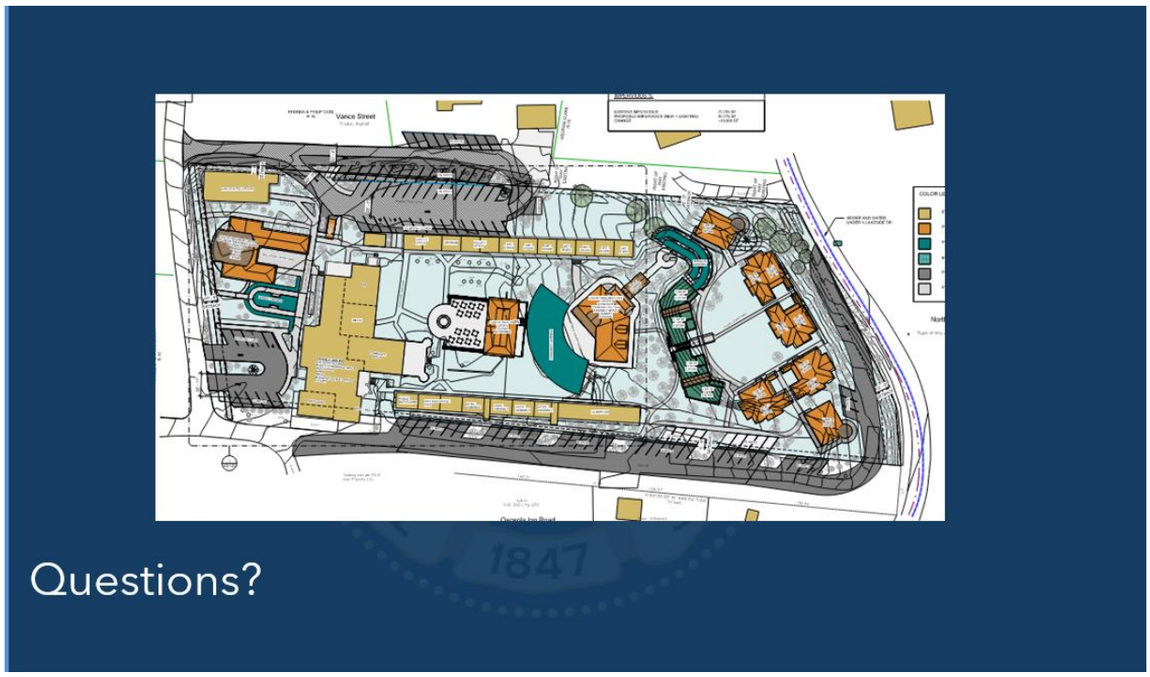
1. *The petition proposes to adaptively reuse an important historic structure.*
2. *The petition provides needed additional housing on a portion of the property.*
3. *The petition provides a number of sustainability features that align with the goals identified in the comprehensive plan.*
4. *The petition seeks to revitalize an outdated commercial area.*

DRAFT: Reasonableness Statement

We **do not** find this petition to be **reasonable** and in the public interest based on the information from the staff analysis and the public hearing, and because:

[**Rationale for Denial**]

1. *The petition's proposed density is greater than what the area can accommodate.*
2. *The petition would generate excessive traffic and noise in an existing residential neighborhood.*
3. *The petition would have a negative impact on the surrounding properties due to the intensity of the use.*



The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

Owner/Developer Fionna McColley spoke and said that they will just be painting and refreshing the property and she is there to answer any questions anyone may have.

Designer for the project, Joey Burnett, spoke and said that they are trying to celebrate the historic nature of the inn.

The public hearing was opened at 8:03 p.m.

In Person

Ken Fitch spoke in favor of this property.

Raya Burnett spoke in favor of this project and thinks the inn itself is beautiful and there is a lot of love and work going into preserving the quality of the space and the new structures are only going to improve this land.

Michael Watson spoke for this project and said he represents three families that have invested in Osceola Lake with the intention of becoming a resident there. This opportunity is very exciting for us, and we are forming a co-housing community to live closely with each other and are excited to be the stewards of this place.

Via Zoom

Virginia Tegal spoke in favor of this project and looks forward to it being a community asset that we can all enjoy.

The public hearing was closed at 8:12 p.m.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning -designation of the subject property (PIN: 9568-31-5964) from R-15-CZD (Medium-Density Residential – Conditional Zoning District) to R-10-CZD (Medium Density Residential - Conditional Zoning District) based on the site plan and list of conditions submitted by and agreed to by the applicant [dated 3/19/26], and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses:

- ***Adaptive Reuse***

- ***Hotel with accessory uses of café, bar, retail, offices, and wellness***
- ***Artist studios***
- ***14 residential units***

2. The petition is found to be consistent with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and because:

The petition is consistent with a range of Goals, Guiding Principles, and the Future Land Use Designation of Family/Neighborhood Living as defined in Chapter IV of the Gen H Comprehensive Plan.

3. We find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. ***The petition proposes to adaptively reuse an important historic structure.***
2. ***The petition provides needed additional housing on a portion of the property.***
3. ***The petition provides a number of sustainability features that align with the goals identified in the comprehensive plan.***
4. ***The petition seeks to revitalize an outdated commercial area.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-06

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCELS POSSESSING PIN NUMBER: 9568-31-5964 BY CHANGING THE ZONING DESIGNATION R-15 CZD (MEDIUM DENSITY RESIDENTIAL - CONDITIONAL ZONING DISTRICT) TO R-10 CZD (MEDIUM DENSITY RESIDENTIAL - CONDITIONAL ZONING DISTRICT)

IN RE: Parcel Numbers: 9568-31-5964
Addresses:159 Osceola Road
Osceola Lake Inn Redevelopment: (File # 25-102-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant and property owner, Green Horizons Property Group, LLC and Joey Burnett and Fiona McColley, for the redevelopment of the Osceola Lake Inn at 159 Osceola Road; and

WHEREAS, the Planning Board took up this application at a regular meeting on March 12th, 2026; voting 9-0 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 2nd, 2026, and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Number: 9568-31-5964, changing the zoning designation from R-15 CZD (Medium Density Residential – Conditional Zoning District) to R-10 CZD (Medium Density Residential - Conditional Zoning District)

2. Development of the parcel pursuant to this Ordinance is subject to the following.

   d. Development shall comply with the site plan submitted by the applicant dated March 19, 2026, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].

   e. Permitted uses shall include:
      ii. Adaptive Reuse
         1. Hotel and accessory uses, café, bar, retail, offices, wellness, artist studios
      iii. Minor Planned Residential Development
         1. 14 residential units and an accessory community building

3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.

4. Except where explicit relief is granted by the terms of this Ordinance, the development of the

parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

This ordinance shall be not be effective until the list of use(s) and conditions, established herein, is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

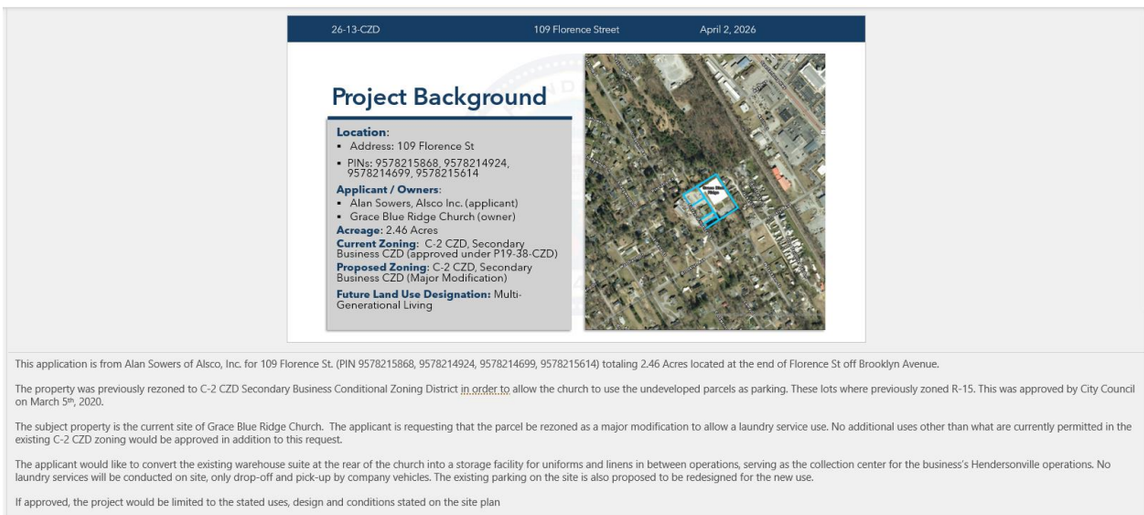
Adopted this 2nd day of April 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

C. Rezoning: Conditional Zoning District – 109 Florence St (26-13-CZD) – *Hannah Slyce, Planner II*

Hannah Slyce explained that the City of Hendersonville is in receipt of a Conditional Zoning District application from Alan Sower of Alsco, Inc. [applicant] to rezone a 2.46 acre property at 109 Florence St (PINs: 9578-21-5868, 9578-21-4924, 9578-21-4699, 9578-21-5614) from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District (Major Modification). The property is located on Florence St, which is a dead-end road off Brooklyn Ave. The property is addressed to the paved portion of Florence St that is City-maintained but some access will be on the portion that is unpaved and privately maintained. The Future Land Use Character Area designation of the property is Multi-Generational Living; however, it is located in close proximity to parcels designated as Mixed Use Employment and Neighborhood Center. If approved, the project would be limited to the stated uses, design and conditions stated on the site plan.



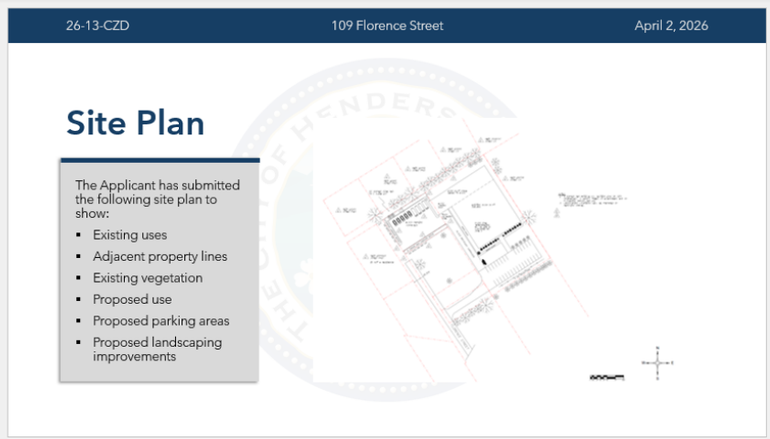




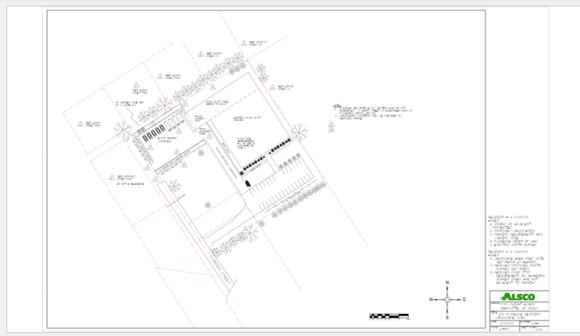
The applicant held a NCM on January 13, 2026. There was a small turnout including 4 members of the community in person and 1 online, 3 members of the applicant team and 3 City staff members. The discussion was focused on clarification of the exact use, which is listed as dry cleaning and laundry use, but will be limited to the storage of linens, as well as noise and truck traffic entering the residential street.



The above are photos taken from the site. The upper left is showing the entrance of the unit to be used for the proposed use, the upper right is the area behind the existing structure backing up to the City right of way. The lower left is a image from Florence St of the parking area and unit, and the lower right was taken from the edge of the property backing up to the city r/w so that you can see the fence that separates the use from the residential property.



The applicant has provided a site plan to demonstrate their request. The site plan shows the existing uses and vegetation as well as the proposed uses and site improvements.



The submitted site plan meets the City requirements, excluding the developer-proposed conditions. There is an existing access easement and sewer easement on the subject property that may impact the applicant's ability to fully comply with the proposed landscaping additions. Should these easements limit site improvements, staff can use alternative compliance during the final site plan review.

The total footprint of the existing structures is 32,500 sf, with 10,000 sf to be occupied by the proposed tenant. Florence St is a City maintained street, but the pavement stops before the entrance to the proposed use. The property owners in conjunction with the pallet business across the street have graveled the remaining r/w and drives to serve the properties.

There are currently no sidewalks on Florence St. Existing vegetation is shown on the plans and includes some foundation and parking lot shrubs near the entrance to the church. All other existing vegetation shown on the plans are on adjacent parcels. The previous CZD approval dictated that the Church was approved for 102 parking spaces to be shared between all uses on site. As a laundry establishment limited to storage, the required parking is 1 space per 2 employees max on single shift. The existing parking will suffice for this use.

Conditions

Developer-Proposed Conditions:

1. Conditional Zoning: Base C-2 zoning allows dry cleaning and laundry establishments under 6,000 sf. Applicant requests to expand the use to 10,000 sf since the use will be limited to the storage of linens collected and waiting to be distributed to their laundry servicing facilities. No on-site dry cleaning or laundry will occur.
2. Waive Vehicle Use Area Planting Strip: The applicant is requesting to waive the planting strip requirement along the northern-most property line of the parking lot in favor of using the City right-of-way that contains mature trees and vegetation to meet this requirement.

26-13-CZD 109 Florence Street April 2, 2026

The above is listing the developer proposed conditions. These conditions are as follows:

Conditions

City-Proposed Condition:

1. Applicant to remove the gravel from the landscape areas to maximize success of the new vegetation.

This applicant has agreed to this condition

26-13-CZD 109 Florence Street April 2, 2026

26-13-CZD 109 Florence Street April 2, 2026

Comprehensive Plan Consistency

Future Land Use

- Family Neighborhood Living
- Multi-Generational Living
- Mixed Use - Employment
- Neighborhood Center



This map is showing the future land use of the property and surrounding area.

The City's Gen H 2045 Comprehensive Plan designates the subject property as "Multi-Generational Living" (MGL) in the Future Land Use & Conservation Map. The area north-east of the subject property and railroad are classified as "Mixed Use – Employment" with some "Neighborhood Center" off Keith St. The adjacent properties surrounding Florence St and Brooklyn Ave are either "Multi-Generational Living" or "Family/Neighborhood Living".
The Character Area description for MGL is described as: "...mixed residential development and a limited amount of small scaled neighborhood-serving commercial. It is comprised of a variety of homes, mixing detached and attached (e.g., townhomes and duplexes) units with a lesser amount of multi-family units. The combination of housing types are intended to create intergenerational neighborhoods. Improved open spaces in the form of greens, pocket parks, and neighborhood parks are interspersed." A storage use is not an appropriate use for this classification.

General Rezoning Standards:
1) COMPREHENSIVE PLAN CONSISTENCY

LAND SUPPLY, SUITABILITY & INTENSITY	**Land Supply Map:** Parts of the subject property are located on the Land Supply Map and were listed as undeveloped. **Land Suitability:** The subject property was evaluated as Moderately/Least Suitable for commercial and residential land use. **Development Intensity:** The subject property is located in an area designated as "Moderate" for Development Intensity. **Intensity Nodes:** The subject property is located between two Intensity Nodes. **Focus Area:** The subject property is located near one of the 5 Focus Areas (Spartanburg Highway).
FUTURE LAND USE & CONSERVATION MAP	**Designation**: "Multi-Generational Living" **Character Area Description**: Inconsistent with MGL, would need to be updated to "Innovation" **Zoning Crosswalk**: Inconsistent; for consistency, the Character Area would need to be updated to "Innovation".

As per our general rezoning standards, the key determining factors listed on this slide relate to comprehensive plan consistency including land supply, suitability and intensity and future land use and conservation. The subject property is located between tow intensity nodes and near the Spartanburg hwy focus area. As according to the zoning crosswalk, the proposed zoning district is not consistent with the current character area designation and would need to be changed to "innovation" to meet the crosswalk designation.

General Rezoning Standards: 2) COMPATIBILITY

EXISTING CONDITIONS	The site features an existing warehouse building and parking lots that have been used by Grace Blue Ridge Church. There is a suite in the rear of the Church with a loading bay that is proposed to be used by the applicant. Adjacent land use to the north includes residential. To the east, the immediate adjacent land use includes a mobile home park, but further east along Keith St includes automobile sales uses and manufacturing. To the west and south is mostly residential including a duplex that splits the property, though a pallet manufacturer is immediately next door.
GEN H GOALS	**Vibrant Neighborhoods:** Inconsistent **Abundant Housing Choices:** N/A **Healthy and Accessible Natural Environment:** Somewhat Consistent **Authentic Community Character:** Inconsistent **Safe Streets and Trails:** Inconsistent **Reliable & Accessible Utility Services:** Consistent **Satisfying Work Opportunities:** Consistent **Welcoming & Inclusive Community:** Somewhat Consistent **Accessible & Available Community Uses and Services:** N/A **Resilient Community:** N/A
GEN H GUIDING PRINCIPLES	**Mix of Uses:** Consistent **Compact Development:** Consistent **Sense of Place:** Inconsistent **Conserved & Integrated Open Spaces:** Inconsistent **Desirable & Affordable Housing:** N/A **Connectivity:** Inconsistent **Efficient & Accessible Infrastructure:** Consistent

As per our general rezoning standards, the key determining factors listed on this slide relate to compatibility with the existing conditions, Gen H goals and Gen H guiding principals. Staff found that the proposed rezoning was compatible with the existing conditions of the area and could align with the goals and guiding principals of the Gen H comp plan as it relates to providing a mix of uses at key nodes.

General Rezoning Standards

3) CHANGED CONDITIONS	The subject property is currently zoned C-2 CZD and is limited to the approved uses from that rezoning. To proceed with the intended use, the property will need to be rezoned to accommodate the major modification.
4) PUBLIC INTEREST	The proposed use would occupy a vacant unit within the building. This use would offer city residents employment opportunities.
5) PUBLIC FACILITIES	The subject property will continue to be served by City of Hendersonville services. The paved portion of Florence St is City-maintained.
6) EFFECTS ON NATURAL ENVIRONMENT	No impact on existing vegetation or pervious surfaces is proposed. The use of the existing building will require the applicant to bring the property into partial compliance with the landscaping ordinance, reducing the gravel coverage.

26-13-CZD 109 Florence Street April 2, 2026

PLANNING BOARD: Comprehensive Plan Consistency Statement

The petition is found to be **inconsistent** with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition for C-2 zoning is inconsistent with the Future Land Use and Conservation Map Designation of "Multi-Generational Living".

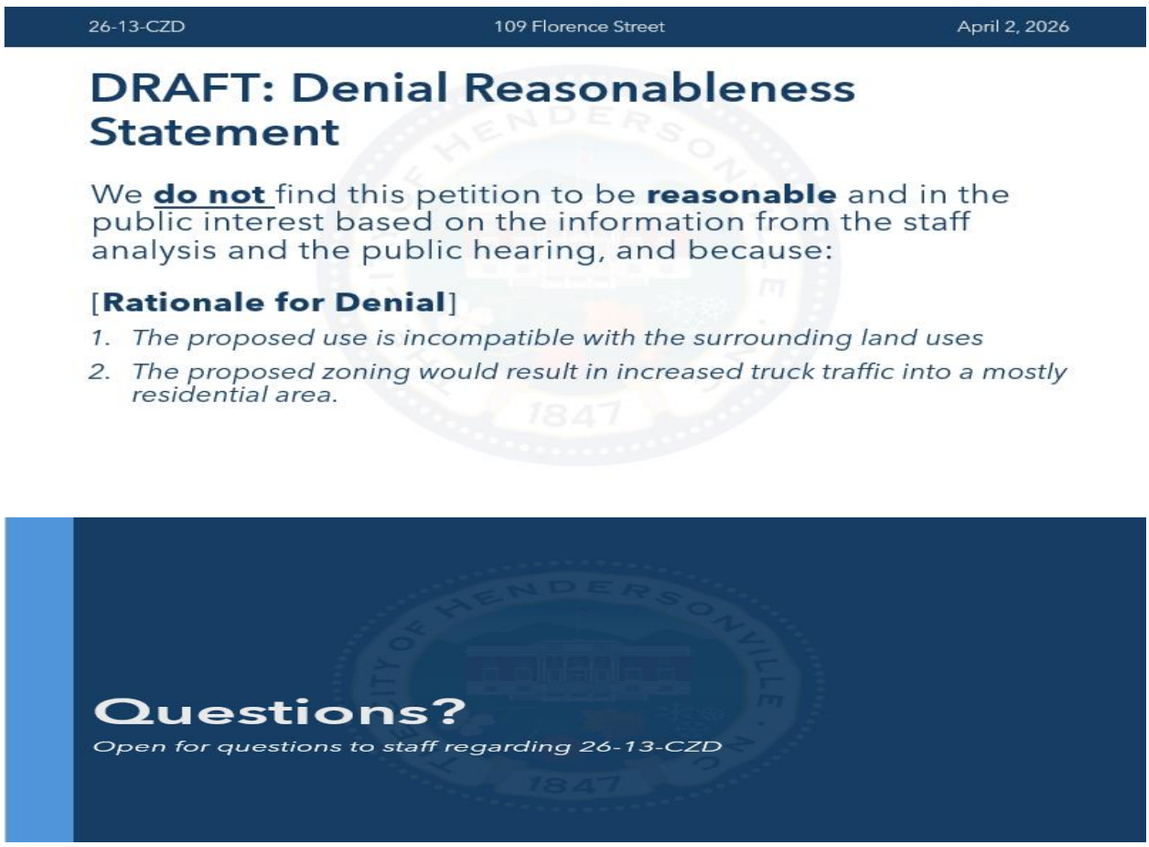
26-13-CZD 109 Florence Street April 2, 2026

PLANNING BOARD: Approval Reasonableness Statement

We find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

[**Rationale for Approval**]

1. *The proposed zoning is compatible with surrounding residential and non-residential uses.*
2. *The proposed zoning allows for secondary-business uses including this proposed laundry service limited to storage use.*



The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 8:25 p.m.

There were no public hearing comments.

The public hearing was closed at 8:25 p.m.

Council Member Melinda Lowrance moved that City Council to adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning -designation of the subject property (PINs: 9578-21-5868, 9578-21-4924, 9578-21-4699, 9578-21-5614) from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District for the use of an existing structure as a dry cleaning and laundry establishment limited to storage only based on the site plan and list of conditions submitted by and agreed to by the applicant [dated February 20, 2026] and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses:

1. ***Religious institutions***
2. ***Offices, business, professional and public***
3. ***Parking lots and parking garages***
4. ***Dry cleaning and laundry establishments (limited to storage)***

2. Permitted uses and applicable conditions presented on the site plan shall be amended to include:

Applicant to remove the gravel from the proposed landscape areas to maximize success of the new vegetation

3. The petition is found to be Inconsistent with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition for C-2 CZD zoning is inconsistent with the Future Land Use and Conservation Map Designation of 'Multi-Generational Living'.

4. We find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. ***The proposed zoning is compatible with surrounding residential and non-residential uses.***
2. ***The proposed zoning allows for secondary-business uses including this proposed laundry service limited to storage use.***

5. Furthermore, we propose to amend the Character Area of the subject property on the Gen H Comprehensive Plan Future Land Use & Conservation Map to that of 'Innovation'.

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-07

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE, FOR CERTAIN PARCEL (POSSESSING PIN NUMBERS 9578-21-5868, 9578-21-4924, 9578-21-4699, 9578-21-5614), BY REASSIGNING THE ZONING DESIGNATION FROM C-2 CZD, SECONDARY BUSINESS CONDITIONAL ZONING DISTRICT TO C-2 CZD, SECONDARY BUSINESS CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9578-21-5868, 9578-21-4924, 9578-21-4699, 9578-21-5614
109 FLORENCE ST C-2 CZD to C-2 CZD | File # 26-13-CZD

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant, Alsco, Inc., for the use of an existing building into dry cleaning and laundry service; and

WHEREAS, Planning Board took up this application at its rescheduled regular meeting on March 12, 2026; voting 9-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 2, 2026, and

WHEREAS, City Council has found that this zoning map amendment is inconsistent with the City's comprehensive plan and City Council, correspondingly, provided direction on appropriate amendments to the City's comprehensive plan which shall reflect consistency going forward, and

WHEREAS, City Council has found that this zoning map amendment is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on April 2, 2026,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina:

3. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9578-21-5868, 9578-21-4924, 9578-21-4699, 9578-21-5614 by changing the zoning designation from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District

4. Development of the parcel pursuant to this Ordinance is subject to the following.

   f. Development shall comply with the site plan submitted by the applicant dated [February 20, 2026], including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].

   g. Permitted uses shall include:
      i. Religious institutions
      ii. Offices, business, professional and public
      iii. Parking lots and parking garages
      iv. Dry cleaning and laundry establishments (limited to storage)

   h. Additional conditions that shall be satisfied prior to final site plan approval include:
      ii.

3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.

4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

This ordinance shall be not be effective until the list of use(s) and conditions, established herein, is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

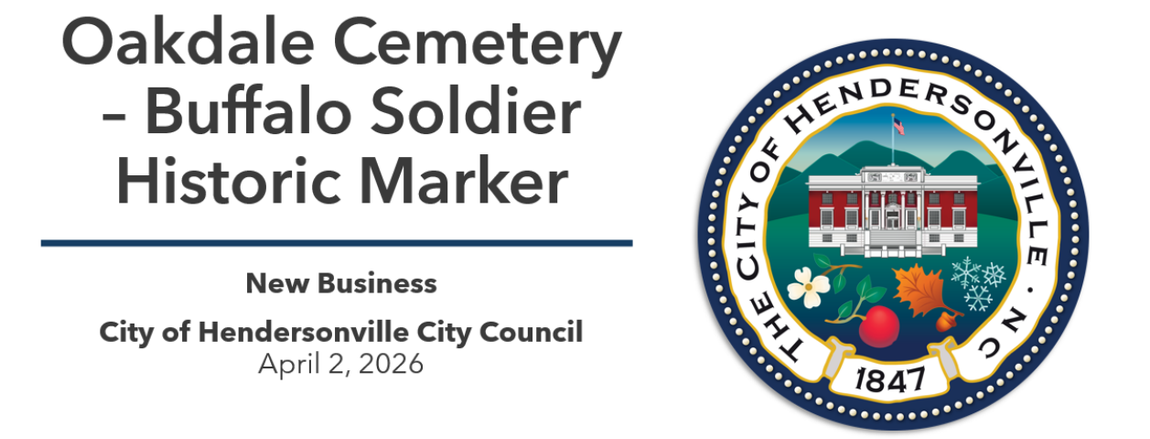
Adopted this 2nd day of April, 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

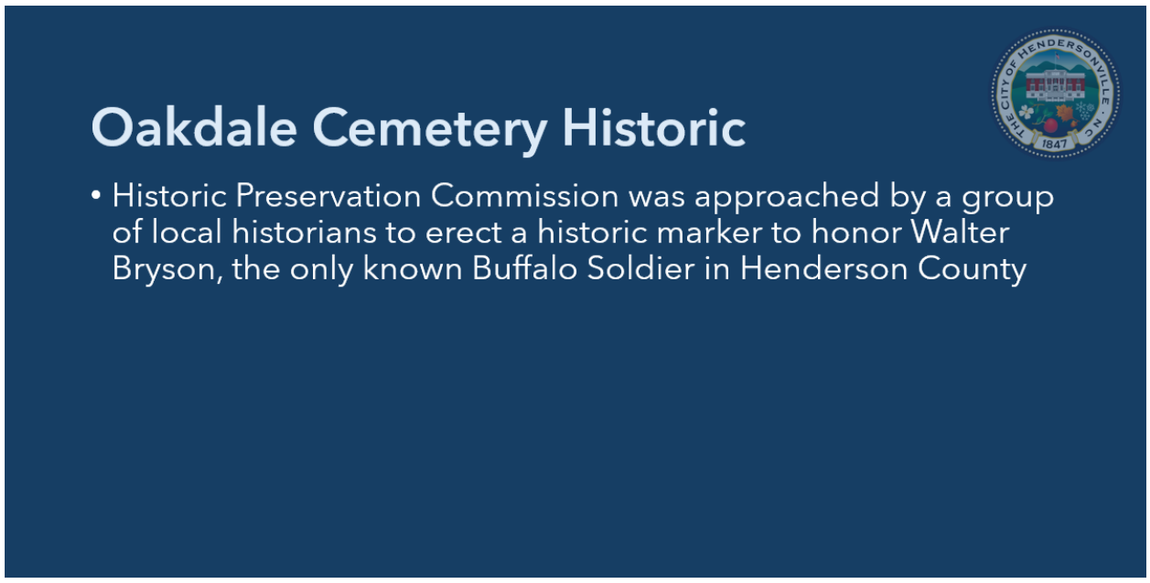
8. NEW BUSINESS

A. Oakdale Cemetery-Buffalo Soldier Historic Marker – *Sam Hayes, Planner II*

Sam Hayes explained that the Historic Preservation Commission is working with a group of local historians to place a historic marker in Oakdale Cemetery to honor Walter Bryson, a Black soldier who served as part of the group known as the Buffalo Soldiers. Bryson is the only known Buffalo Soldier from Henderson County.







What is a Buffalo Soldier?

- Established in 1866.
- "Buffalo Soldier" was the name given to the all-Black regiments of the army by Native Americans.
- The name was coined because of their "their dark, curly hair, which resembled a buffalo's coat and because of their fierce nature of fighting."
- The Buffalo Soldiers served on the western frontier and fought in the Spanish-American War, Philippine-American War, and the campaign against Pancho Villa in Mexico.
- They are also considered to be the first National Park rangers and served as riding instructors for West Point cadets.
- Officially disbanded in 1951 following President Truman's 1948 order to desegrated the military.



Source: https://www.nps.gov/chyo/learn/historyculture/buffalo-soldiers.htm

Walter Bryson – 1876-1917

- Enlisted in the 9th Cavalry in 1900
- Served in the American West at the close of the Indian Wars
- Received a medal for service from his time in the Philippines
- Served as a riding instructor at West Point – had to relinquish his sergeant rank because Black soldiers could not outrank a white cadet.
- Bryson died in 1917 while on furlough in Hendersonville.
- Buried in Oakdale Cemetery



Seeking Approval to Place a Historic Marker

- HPC has allocated funds for the purchase of the historic maker



Marker Text

Side 1

Walter Bryson

Born in Henderson County in 1876, Walter Bryson enlisted in the 9th Cavalry in 1900 and later served in the 10th Cavalry and 24th Infantry, three of the four all-Black regiments known as the Buffalo Soldiers. His career included service in the American West at the close of the American Indian Wars, decorated duty in the Philippines, and a role as a riding instructor at West Point. To hold that position, he relinquished his sergeant rank because a Black soldier could not outrank a white cadet. Bryson died in 1917 while on furlough in Hendersonville. He is buried x paces west of here.

Side 2

Buffalo Soldier

"Buffalo Soldier" was the nickname given by Native Americans to the U.S. Army's all-Black regiments created by Congress in 1866. These soldiers served on the western frontier and fought in the Spanish-American War, Philippine-American War, and the campaign against Pancho Villa in Mexico. They also became some of the first National Park rangers and served as riding instructors for West Point cadets on what is now known as "Buffalo Field." Buffalo Soldiers earned 30 Medals of Honor. The regiments were disbanded in 1951 following President Truman's 1948 order desegregating the military.



Council Member Melinda Lowrance moved that the City Council adopt the recommended location placement for a historic marker honoring Walter Bryson – Buffalo Soldier. A unanimous vote of the Council followed. Motion carried.

9. BOARDS & COMMITTEES

A. Consideration of a Student Member Appointment to the Environmental Sustainability Board & Revision of Bylaws – *Caitlyn Gendusa, Public Works Superintendent-Sustainability*

Council Member Gina Baxter moved that City Council appoint Hana Price as a member of the Environmental Sustainability Board as a Student Member and adopt the changes to the Environmental Sustainability Board's Bylaws. Her term will expire in March, 2027. A unanimous vote of the Council followed. Motion carried.

10. CITY MANAGER REPORT

City Manager Connet explained that anyone interested in the public hearing for Project Very, we will be recessing shortly and heading to city hall so for those listening online, we will not have zoom capabilities over there tonight. Council Member Simpson asked if he could explain why we are moving over there for the public hearing and attorney Beeker said it was because she made an error in advertising the location, so we have to move back to city hall to hear it. She apologized for any inconvenience.

A. March 2026 Contingency and Adjustment Report – *John Connet, City Manager*

In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment". City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

FISCAL YEAR 2025 - 2026 (FY26)
BUDGET AMENDMENTS AND ADJUSTMENTS

Completed / Proposed | Corrected / Denied

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
010-1535-519200	Contract Services	95,000	-	50,000	45,000	AV for Ops and Server Purchase	yes	Adjustment	2/18/2026
010-1010-534000	Noncapital Equipment	69,290	50,000	-	119,290	AV for Ops and Server Purchase	yes	Adjustment	2/18/2026
010-1010-519200	Contract Services	368,831	1,100	-	369,931	App & Assoc.	yes	Adjustment	3/2/2026
010-1002-531205	Advertising	10,000	-	1,100	8,900	App & Assoc.	yes	Adjustment	3/2/2026
060-1010-519200	Contract Services	314,745	600	-	315,345	App & Assoc.	yes	Adjustment	3/2/2026
060-1008-521010	Office Supplies	8,000	-	600	7,400	App & Assoc.	yes	Adjustment	3/2/2026
010-1535-519200	Contract Services	45,000	-	20,000	25,000	Water Barricades	yes	Adjustment	3/2/2026
010-1525-534000	Non-Capital Equipment	17,416	20,000	-	37,416	Water Barricades	yes	Adjustment	3/2/2026
010-0000-534999	Contingencies	54,490	-	45,000	9,490	Apps Associates HCM Staff Augmentation	yes	Adjustment	3/4/2026
010-1010-519200	Contracted Services	369,831	45,000	-	414,831	Apps Associates HCM Staff Augmentation	yes	Adjustment	3/4/2026
060-0000-534999	Contingencies	84,531	-	45,000	39,531	Apps Associates HCM Staff Augmentation	yes	Adjustment	3/4/2026
060-1010-519200	Contracted Services	315,345	45,000	-	360,345	Apps Associates HCM Staff Augmentation	yes	Adjustment	3/4/2026
010-1521-552001	Capital Outlay - Buildings	25,000	-	22,650	2,350	Heaters for Fleet	yes	Adjustment	3/10/2026
010-1521-554001	Capital Outlay - Equipment	8,000	22,650	-	30,650	Heaters for Fleet	yes	Adjustment	3/10/2026

B. Mayor's Memories – *John Connet, City Manager*

Mr. Connet said in April, 2002, one meeting was not good enough, two meetings were not good enough, three meetings were not good enough, so four meetings were held in the month of April. There were a number of annexations, we applied for a block grant to run infrastructure to what is known as the Village at King Creek, lots of input regarding the changing of the names of streets, particularly renaming a portion of Four Seasons Blvd. to Dr. Martin Luther King Jr. A discussion about the first section of the Oklawaha greenway and letters to the General Assembly about unsafe buildings, and a ribbon cutting of the new wastewater plant. They had a discussion about pets at within the MSD and during special events, sidewalk amenities on Main Street, SDC charges, formation of a southside development, the second meeting was on April 9th, a public meeting at the Whitmire Building for an annexation, including the area around Carolina Village. They had another meeting on April 16th in the cafeteria at Hendersonville Middle School regarding an annexation to hear from the neighborhood and the public and the fourth meeting was on April 22nd there was a personnel study and the most critical thing that happened was that City Council agreed to enter into a contract with the North Carolina Wetlands Restoration Program to buy the property that Mike Huffman is now redeveloping and turning into a wetlands or flood storage area.

11. CITY COUNCIL COMMENTS - None

12. RECESS TO CITY HALL @ 8:43 p.m. (Reconvened at 8:55 p.m.)

City Attorney Beeker explained that the city has been asked to consider the approval of proposed economic development incentives for the benefit of a company known at this time as Project Vert. The company is considering locations to establish a 140,000-sf manufacturing facility for production of a clean energy product. The company is considering the City of Hendersonville for this facility. Capital improvements to the facility would result in a new taxable capital investment of $5,000,000.00. The company would invest $95,000,000 in the equipping of the manufacturing facility. The project would result in the creation of 378 new jobs over a three-year period, paying an average annual wage of $67,047.00, which is more than the median average wage in Henderson County for full-time employment, plus other benefits.

Brittany Brady, President & CEO of the Henderson County Partnership for Economic Development, explained that this company who is a global leader in energy and mobility is considering a southeast location to improve supply chain and manufacturing efficiency. The company is considering locations in the Carolinas to establish a 140,000 sf manufacturing facility that will expand production through vertical integration to support its additional product lines. The manufacturing process will utilize industry 4.0 connected equipment with advanced data visualization to drive world class quality and safety throughout the production process.

The company is considering a location in Henderson County, within the City of Hendersonville. They are considering a lease on an existing 140,000 square foot building with an estimated $5 million in real property improvements and invest $95 million in business personal property. The total project investment is $100,000,000. The project would create 378 new positions with average wages exceeding $67,047 annually.

Projected Investment: $5,000,000 real property
$95,000,000 business personal property

Projected Employment: 378 jobs over 5 years
Anticipated Wages: $67,047 average annual wages

Based on 7-year straight-line depreciation of business personal property, 25% residual, at 110% threshold:

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 8:58 p.m.

There were no public hearing comments.

The public hearing was closed at 8:58 p.m.

Council Member Jennifer Hensley moved that the City Council approve the monetary incentives for Project Vert as presented with the condition that they will not exceed the total amount of $$2,277,785.71 and authorize the City Manager to enter into an economic incentives agreement on behalf of the City of Hendersonville. A unanimous vote of the Council followed. Motion carried.

13 . <u>ADJOURN</u>

There being no further business, the meeting adjourned at 9:01 p.m. upon unanimous assent of the Council. No further action was taken.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Jill Murray, City Clerk

MINUTES

April 22, 2026

SECOND MONTHLY MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 4:00 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Dr. Jennifer Hensley and Council Members Lyndsey Simpson, Melinda Lowrance and Gina Baxter

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications Director Allison Justus, Communications Coordinator II Brandy Heatherly and others.

1. CALL TO ORDER

Mayor Barbara Volk called the meeting to order at 4:01 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. CONSIDERATION OF AGENDA

Council Member Lyndsey Simpson moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

3. CONSENT AGENDA

Council Member Melinda Lowrance asked if item 3A Request for Approval to Accept the PARTF-Helene Recovery Fund grant for the Sullivan Park Restroom and Playground Improvements under the Consent Agenda be moved to New Business as item 5B. Council Member Melinda Lowrance moved that City Council approve the consent agenda as amended . A unanimous vote of the Council followed. Motion carried.

B. Request for Approval to Accept the FTA Section 5310 Grant Award for the Main Street & 7th Ave E Enhanced Pedestrian Crosswalk Signals – *Blake Fulgham, Management Analyst II*

Resolution R#26-26

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF ACCEPTING FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, SECTION 5310 PROGRAM GRANT OPPORTUNITY

WHEREAS, the Federal Transit Administration has developed a grant program the provides financial assistance to develop new transit systems as well as maintain, improve, and operate currently existing transit systems; and

WHEREAS, the City of Hendersonville is committed to providing its citizens and visitors with safe and accessible travel within the community; and

WHEREAS, in accordance to the U.S. Access Board on PROWAG, section R308.2 states that "*Accessible pedestrian signals* shall have an audible and *vibrotactile* walk indication during the *walk interval* only. The audible walk indication shall be audible from the beginning of the associated *crosswalk.* Following the audible and *vibrotactile* walk indication and during the *pedestrian change interval, accessible pedestrian signal*s shall revert to the *pedestrian push button locator tone*."

WHEREAS, the City's financial resources have limited the City's ability to implement the new pedestrian signals with appropriate audible and vibrotactile capabilities; and

WHEREAS, according to the 2023 American Community Survey 5-year estimates, the City's disabled population consists of 17.9% of the City's population, which is 3.9% higher than the state of North Carolina and 4.2% higher than the United States statistic.

WHEREAS, the City of Hendersonville plans to install new audible and vibrotactile street crossing technology throughout the Historic Hendersonville Main St. during instances of roadway & crosswalk/curbing infrastructure repairs that occur within a designated pedestrian crosswalk.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City hereby endorses the application for the Enhanced Mobility of Seniors and Individuals with Disabilities Program Section 5310 Program grant opportunity and, if the grant is awarded, agrees to provide matching funding up to 20%, and any staff assistance for the duration of the Project; and
2. The City Manager is authorized to execute said application.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 22nd day of April, 2026.

C. 2026 Street Resurfacing & Bearcat Blvd. Improvements Tentative Award – *Richard Shook, Civil Engineer*

Resolution #R-26-27

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF 2026 STREET RESURFACING & BEARCAT BLVD IMPROVEMENTS

WHEREAS, the City of Hendersonville, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the 2026 Street Resurfacing & Bearcat Blvd Improvements and

WHEREAS, the City Engineer reviewed each bid for completeness and accuracy; and

WHEREAS, *Tarheel Paving & Asphalt Co.* was the lowest bidder for the 2026 Street Resurfacing & Bearcat Blvd Improvements Project, and

WHEREAS, the City Engineer recommends **TENATIVE AWARD** to the lowest bidder for the project cost.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that

1. The City Manager is authorized to execute a contract for the construction of the 2026 Street Resurfacing & Bearcat Blvd Improvements Project to *Tarheel Paving & Asphalt Co.* in the total amount of $1,364,151.83

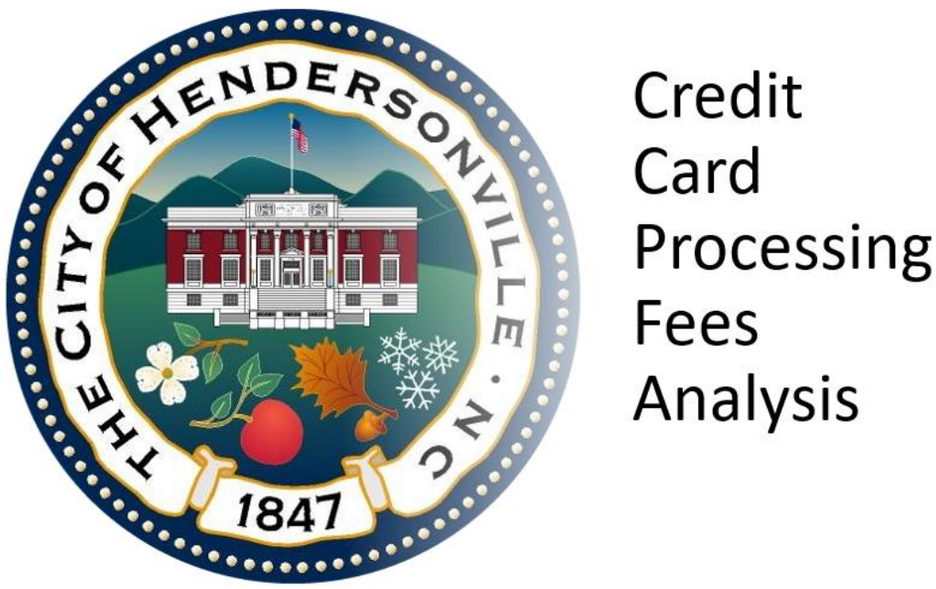
2. The City Manager is authorized to approve change orders which, cumulatively, do not exceed 10% of the approved contract amount of $1,364,151.83 provided that any necessary amendments must be brought to the City Council for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 22nd day of April, 2026.

4. PRESENTATIONS

A. Credit Card Processing Fee Update – *Krystal Powell, Finance Director*

Finance Director Krystal Powell gave a brief PowerPoint presentation below.



Agenda

- Summary of Work Completed
- Desired Outcomes
- Current Payment Channels & Fee Impact
- What's Driving the Costs
- Recommendations
- Questions

Summary of Work Completed

- Reviewed all credit card processing fees
- Evaluated vendor contracts and pricing models
- Identified average credit card fee rates
- Contacted vendors regarding pricing flexibility and other options
  - Invoice Cloud: will not lower rates but will allow us to pass fees on to Customer
  - AMS Payment Processor – (Parking & Misc Gov) was able to negotiate lower rates

    *****WILL IMPLEMENT IMMEDIATELY*****
  - Two other vendors that were contacted said they were not able to help us due to configuration/software of the parking kiosks
- ParkMobile – we have the option to pass on fees

Desired Outcomes

1. **Reduce credit card processing costs to the City**
2. **Asking to Pass Credit Card Fees on to the Customer for the following payments:**
   - Payments made for bills generated through the Utility Billing Software – Utility Bills, Annual Fire Inspection/Permits
   - SDF Fees
3. **Maintain lower overall utility rates by ensuring credit card processing fees are paid only by customers who choose to use that payment method**

Current Payment Channels & Fee Impact

(ranked by greatest credit card fee expense)

- **Utility Billing – Invoice Cloud/Chase 3.15%**
- Parking Meters, Parking Garage, Misc Gov OTC / AMS – 8.68%
- ParkMobile – 8.00%
- SDF Fees / Cognito - 3%
- Parking Citations & Permits / Iparq – 2.98%
- Mini-Golf / Civic – 6.5%

Citywide Credit Card Fee Summary

Fees range from 3% - 9%

SOFTWARE/PAYMENT PROCESSOR	PAYMENT TYPE	AVG MONTHLY CC REVENUE COLLECTED	AVG # MONTHLY TXNS	AVG $ TXNS	AVG MONTHLY CC FEES	AVG EFFECTIVE CC FEE %
Utility Billing-Invoice Cloud/Chase	**Utility Billing Payments and Fire Inspections**	**$642,169**	**8,200**	**$78.31**	**$20,069**	**3.15%**
Parking Meters, Parking Garage & Misc Gov OTC/AMS	Parking Kiosks & Misc Gov Payments OTC	$40,239	10,514	Range $3.50-$14.00	$4,827	8.68%
ParkMobile	Mobile Parking Payments	$41,581	13,200	$3.15	$3,239	8.00%
SDF Fees/Cognito	SDF Fees	$50,742			$1,522	3.00%
Parking Citations & Permits/Iparq	Parking Citations and Parking Permits	$25,430	561	$45.93	$757	2.98%
Mini-Golf/Civic	Mini-Golf and Miscellaneous Public Works Payments				$353	6.50%

What's Driving the Costs?

- Small-dollar transactions (parking meters, ParkMobile)
- High Reward-Type credit cards (higher interchange fees)
- Platform/vendor pricing structures



Pass Credit Card Processing Fees on to the Customer for the following:

- Payments made for bills generated through the Utility Billing Software – Utility Bills, Annual Fire Inspection/Permits - Pass 2.95% credit card "service fee" to customer or $1.95 minimum per transaction

- SDF Fees – Pass fee of 3% to customer

Percentage-based Transaction Fee Model

Proposed Pricing - Utility			
Card/PayPal Transaction Fee	2.95%	City of Hendersonville, NC Spend – Card & ACH	$313,135
Minimum Fee	$1.95	City of Hendersonville, NC Savings ($) Estimate	$219,827
Max Cap	$125,000.00	City of Hendersonville, NC Savings (%) Estimate	70%
ACH Fee / AutoPay ACH Fee	~~$0.30~~	One-Time Implementation Fee	$2,500.00
ACH Fee / AutoPay ACH Fee	$0.45	Must Notify AutoPay Card Payers	

Payer only pays transaction fee on cards; ACH will remain free to payer regardless of route.



B. NCDOT S Main Roundabout Design Presentation – *Brent Detwiler, PE, Assistant City Manager – Public Services, Hunter Marks, Watermark Landscape Architecture*

Hunter Marks gave the following PowerPoint presentation.



TABLE OF CONTENTS

1. CONTEXT
2. MASTER PLAN
3. SOUTH MAIN ROUNDABOUT
4. HONORAIR PARK
5. PHASING
6. QUESTIONS

WATERMARK
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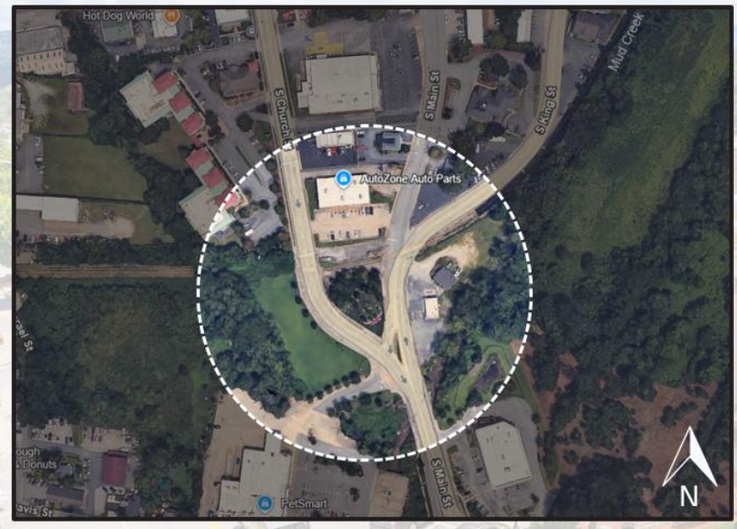
EXISTING CONDITIONS



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EXISTING CONDITIONS






SALVAGABLE MATERIALS
- Flag Poles & Flags
- Honorair Park Sign
- Hendersonville Sign
- Boulders
- Granite Curbs
- Uplights
- Shrubs




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MASTER PLAN RENDER



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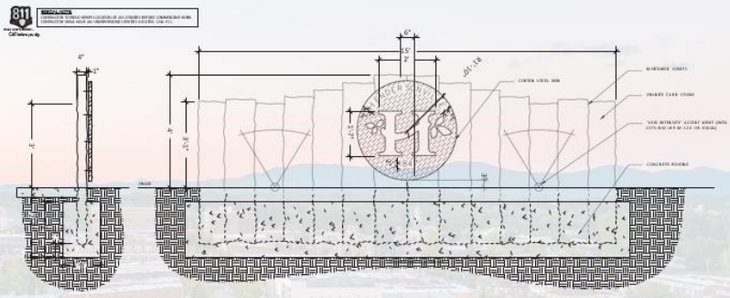
ROUNDABOUT HARDSCAPE







STAMPED CONCRETE TRUCK APRON

GRANITE WALL W/SIGN





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ROUNDABOUT LANDSCAPE



-PLANT LIST-

KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	QUAN.	REMARKS
SHRUBS					
GRASSES, SOD, & GROUND COVERS					



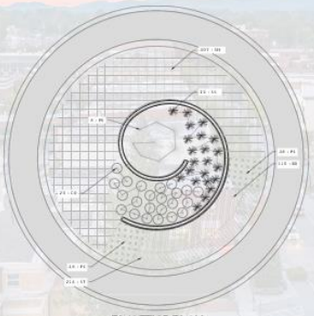








GRADING PLAN



PLANTING PLAN

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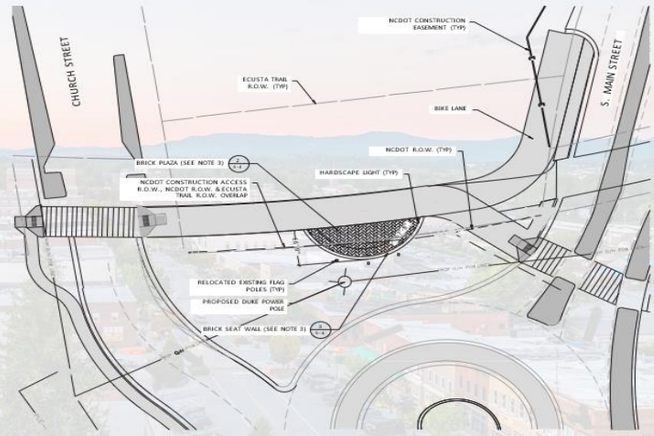
HONORAIR PARK HARDSCAPE





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HONORAIR PARK HARDSCAPE

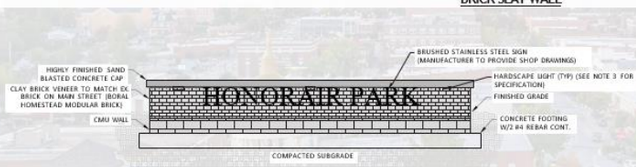
BRICK PLAZA

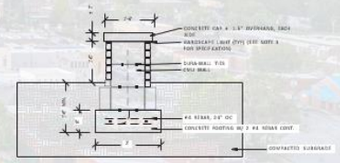






BRICK SEAT WALL







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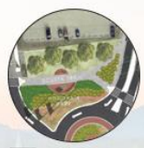
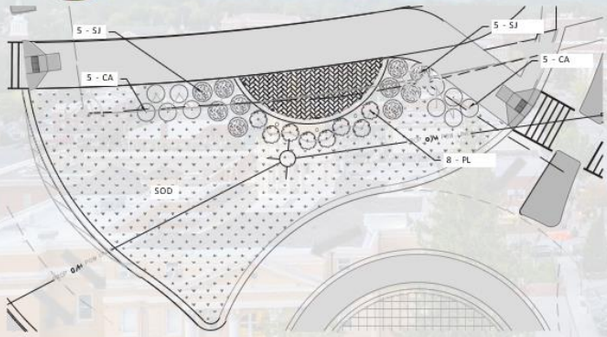
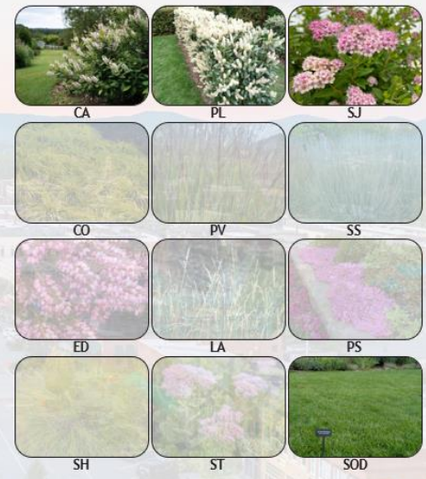
HONORAIR PARK LANDSCAPE



-PLANT LIST-

KEY	SCIENTIFIC NAME	COMMON NAME	SIZE	QUAN.	REMARKS
SHRUBS					
GRASSES, SOD, & GROUND COVERS					





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ROUNDABOUT PHASE



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ECUSTA TRAIL PHASE



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THANK YOU

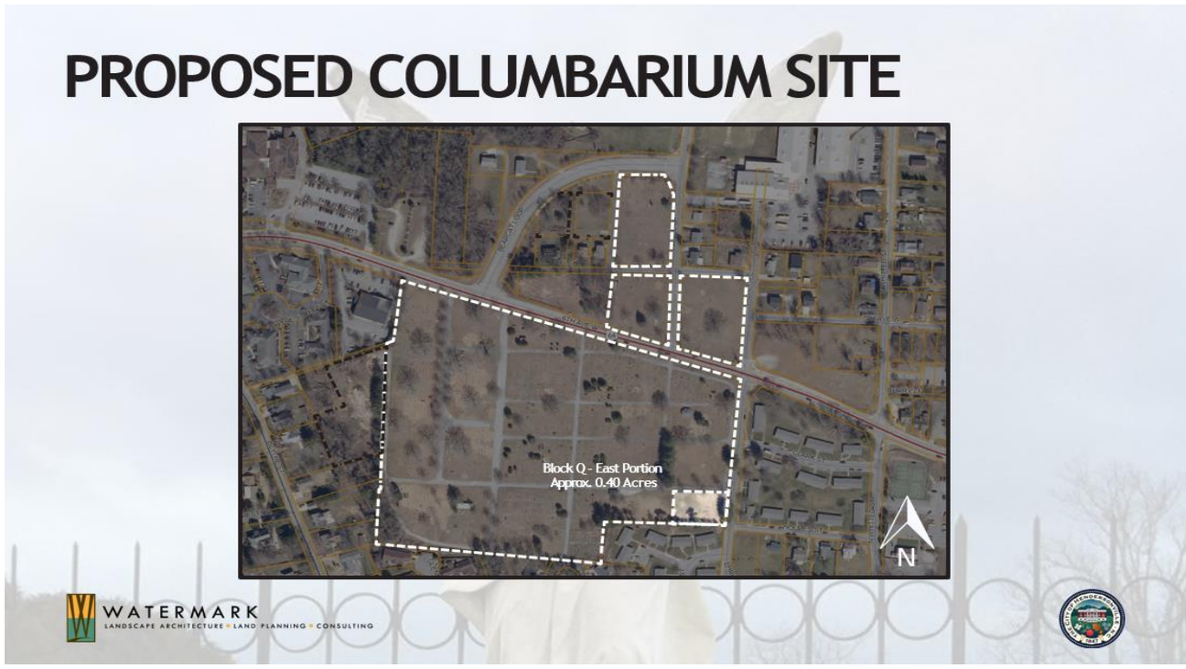
QUESTIONS?

C. Oakdale Columbarium Concepts – *Brent Detwiler, PE, Assistant City Manager – Public Services, Hunter Marks, Watermark Landscape Architecture*

Hunter Marks gave the following PowerPoint presentation.







PROPOSED COLUMBARIUM SITE



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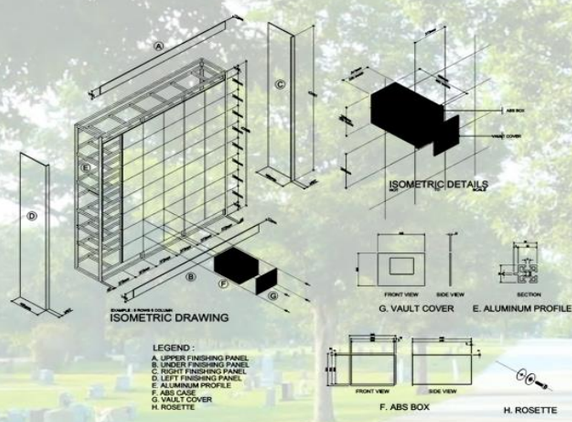
WHAT IS A COLUMBARIUM



KEY TERMINOLOGY

- COLUMBARIUM
- URN
- NICHE
- NICHE CAPACITY
- INSCRIPTION PANEL
- COLUMN
- ROW
- FINISH PANEL
- VAULT COVER
- FOUNDATION

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EXAMPLES OF COLUMBARIUM


Holy Infant Catholic Church Columbarium, Durham, NC


Willamette National Cemetery, Portland, OR


Fresh Pond Columbarium, Middle Village, NY


Design & Render by Form4 Architecture


Po Fook Hill Columbarium, Hong Kong


Arlington Columbarium, Arlington, VA


Ruriden Columbarium, Tokyo

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COLUMBARIUM CONCEPTS



CONCEPT A



CONCEPT B



CONCEPT C

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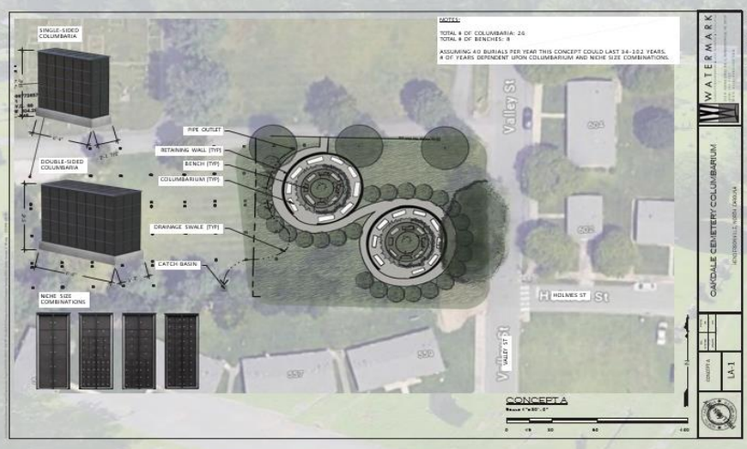
CONCEPT A



Concept A uses a combination of single- and double-sided columbaria. The singles would be placed in rows of 9 around the outside of each memorial space with 4 double-sided columbaria in the center. A large canopy tree would shelter the space while a low seat wall provides a sense of enclosure for those visiting their loved ones.

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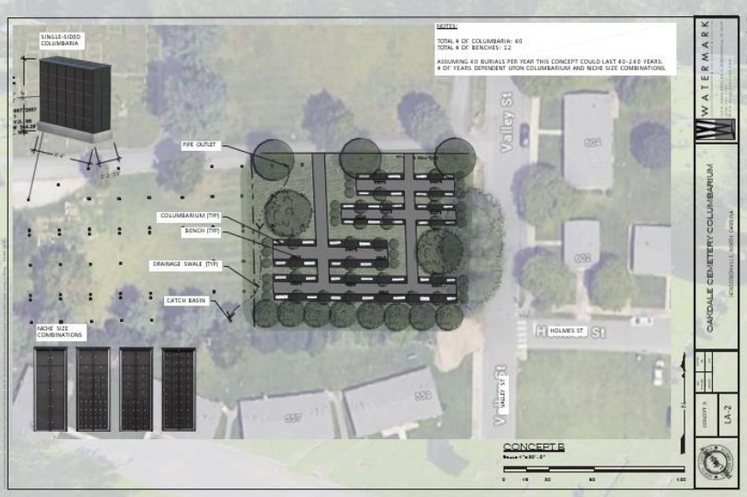
CONCEPT B



Concept B strictly uses single-sided columbaria. This design has a very adaptable layout which lends itself to an array of phasing options. Each memorial space running east-west is open ended giving a sense of continuity while rows of trees create an outward movement for those pausing to contemplate.

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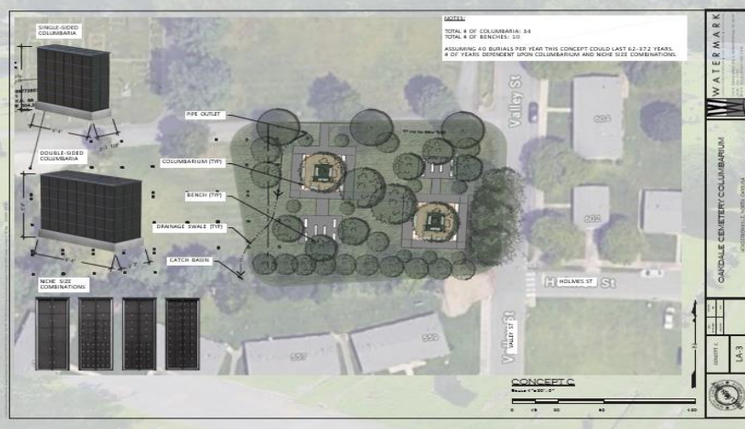
CONCEPT C



Concept C uses mostly double-sided columbaria but includes 6 single-sided within the center of the two main memorial spaces. This concept also lends itself to phasbility because of its modular structure. Similiar to Concept A this design brings you to spaces of refuge and rest using a network of paths that encompass the spaces of memorial.

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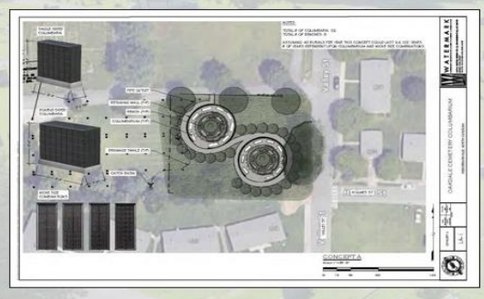
CONCEPT A

ESTIMATED COST = $1,045,063



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OPINION OF PROBABLE CONSTRUCTION COST
Oakdale Cemetery
4/22/2026

Oakdale Cemetery Columbarium				
Project Elements	**Quantity**	**Unit**	**Cost/Unit**	**Sum**
Concept A				
Single-sided 8-Column Columbaria	8	Lump Sum	$10,000	$80,000
Double-sided 8-Column Columbaria	18	Lump Sum	$16,000	$288,000
Columbaria Installation	26	Lump Sum	$8,000	$208,000
Site Work	1	Lump Sum	$55,000	$55,000
Drainage Swale	1	Lump Sum	$10,000	$10,000
Concrete Paths	5400	SF	$20	$108,000
Seat Walls	1550	FF	$45	$69,750
Benches	8	Lump Sum	$4,000	$32,000
Plaza Space - Decomposed Granite	1200	SF	$15	$18,000
Landscape	1	Lump Sum	$40,000	$40,000
			PROJECT SUBTOTAL	$908,750
			Contingency (15%)	$136,313
			PROJECT TOTAL	**$1,045,063**

Disclaimer: WLA is furnishing this cost estimate as requested by the client. Estimated costs are subject to change based on field conditions, local or regional differences, changes to the plans, and/or changes in unit costs. Cost estimates are provided for use in budgeting, but in no way should be construed as a final cost for the project. Final costs are contingent on actual bids from contractors.

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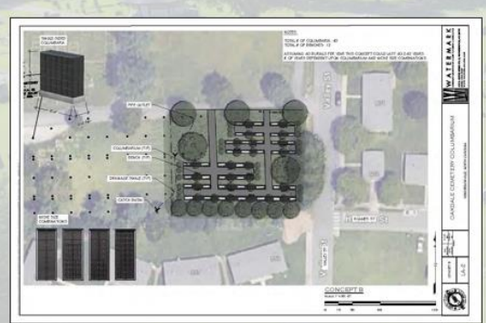
CONCEPT B

ESTIMATED COST = $1,127,575



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OPINION OF PROBABLE CONSTRUCTION COST
Oakdale Cemetery
4/22/2026

Oakdale Cemetery Columbarium				
Project Elements	**Quantity**	**Unit**	**Cost/Unit**	**Sum**
Concept B				
Single-sided 8-Column Columbaria	40	Lump Sum	$10,000	$400,000
Columbaria Installation	40	Lump Sum	$8,000	$320,000
Site Work	1	Lump Sum	$55,000	$55,000
Drainage Swale	1	Lump Sum	$10,000	$10,000
Concrete Paths	3500	SF	$20	$70,000
Benches	12	Lump Sum	$4,000	$48,000
Plaza Space - Decomposed Granite	2500	SF	$15	$37,500
Landscape	1	Lump Sum	$40,000	$40,000
			PROJECT SUBTOTAL	$980,500
			Contingency (15%)	$147,075
			PROJECT TOTAL	**$1,127,575**

Disclaimer: WLA is furnishing this cost estimate as requested by the client. Estimated costs are subject to change based on field conditions, local or regional differences, changes to the plans, and/or changes in unit costs. Cost estimates are provided for use in budgeting, but in no way should be construed as a final cost for the project. Final costs are contingent on actual bids from contractors.

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CONCEPT C

ESTIMATED COST = $1,178,635



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OPINION OF PROBABLE CONSTRUCTION COST
Oakdale Cemetery
4/22/2026

Oakdale Cemetery Columbarium

Project Elements	Quantity	Unit	Cost/Unit	Sum
Concept C				
Single-sided 8-Column Columbaria	6	Lump Sum	$10,000	$60,000
Double-sided 8-Column Columbaria	28	Lump Sum	$16,000	$448,000
Columbaria Installation	34	Lump Sum	$8,000	$272,000
Site Work	1	Lump Sum	$55,000	$55,000
Drainage Swale	1	Lump Sum	$10,000	$10,000
Concrete Paths	4500	SF	$20	$90,000
Benches	10	Lump Sum	$4,000	$40,000
Plaza Space - Decomposed Granite	660	SF	$15	$9,900
Landscape	1	Lump Sum	$40,000	$40,000
			PROJECT SUBTOTAL	$1,024,900
			Contingency (15%)	$153,735
			PROJECT TOTAL	**$1,178,635**

Disclaimer: WLA is furnishing this cost estimate as requested by the client. Estimated costs are subject to change based on field conditions, local or regional differences, changes to the plans, and/or changes in unit costs. Cost estimates are provided for use in budgeting, but in no way should be construed as a final cost t the project. Final costs are contingent on actual bids from contractors.

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GROSS PROFIT MODEL

ASSUMED SALES: 40 NICHES/YEAR
ASSUMED PRICE PER NICHE: $1,000 - $2,000/NICHE
ASSUMED GROSS YEARLY PROFIT: $40,000 - $80,000/YEAR

ESTIMATED COST = $1,045,063



CONCEPT A

34 YEARS = 1,360 NICHES
1,360 NICHES = $1,360,000 - $2,720,000
102 YEARS = 4,080 NICHES
4,080 NICHES = $4,080,000 - $8,160,000

ESTIMATED COST = $1,127,575



CONCEPT B

40 YEARS = 1,600 NICHES
1,600 NICHES = $1,600,000 - $3,200,000
240 YEARS = 9,600 NICHES
9,600 NICHES = $9,600,000 - $19,200,000

ESTIMATED COST = $1,178,635



CONCEPT C

62 YEARS = 2,480 NICHES
2,480 NICHES = $2,480,000 - $4,960,000
372 YEARS = 14,880 NICHES
14,880 NICHES = $14,880,000 - $29,760,000

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Henderson County Public Library
Community Foundation of Henderson County

THANK YOU

QUESTIONS?

D. Water and Sewer Quarterly Update – *Adam Steurer, Utilities Director*

Utilities Director Adam Steurer gave the following PowerPoint presentation.

Hendersonville Water Sewer

2026 – 1st Quarter Report

City of Hendersonville - Water and Sewer Department

2026 1st Quarter Report

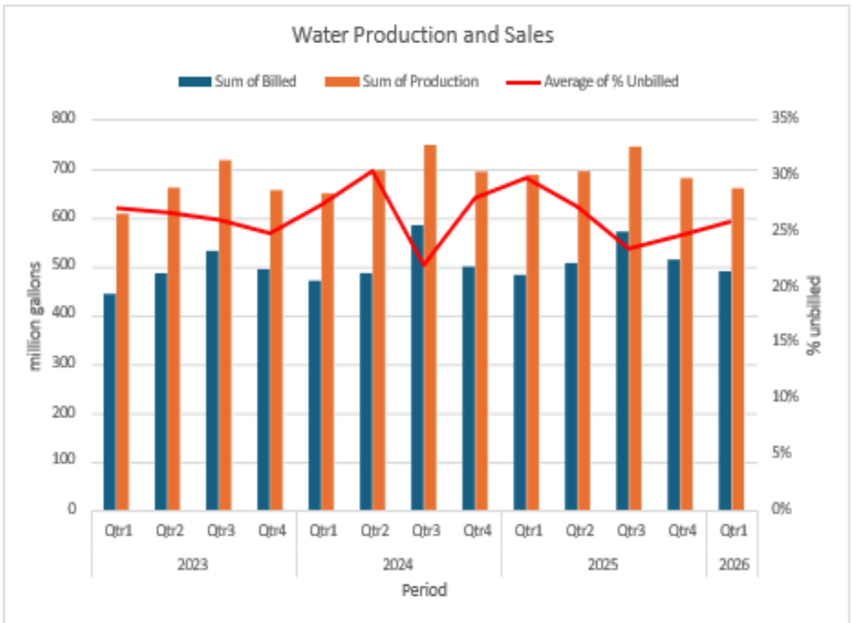
Reporting Period: January - March 2026

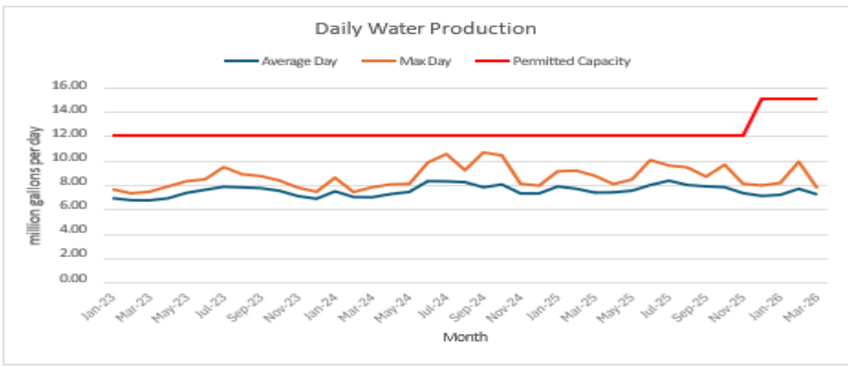
Publish Date: April 21, 2026

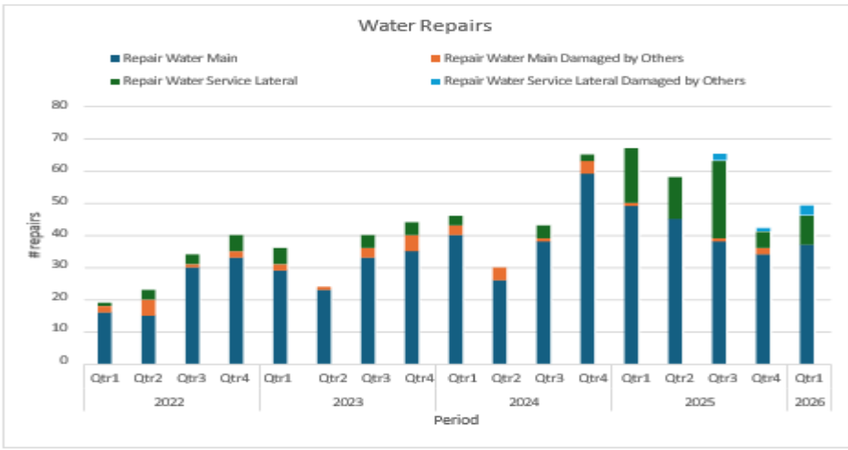
Utility Misson and Vision

Our mission is to operate a great utility for our customers.
We envision a Hendersonville region with trusted, safe, high-quality, affordable water and wastewater service and a utility system that is responsive to the demands of its customers and regional growth.

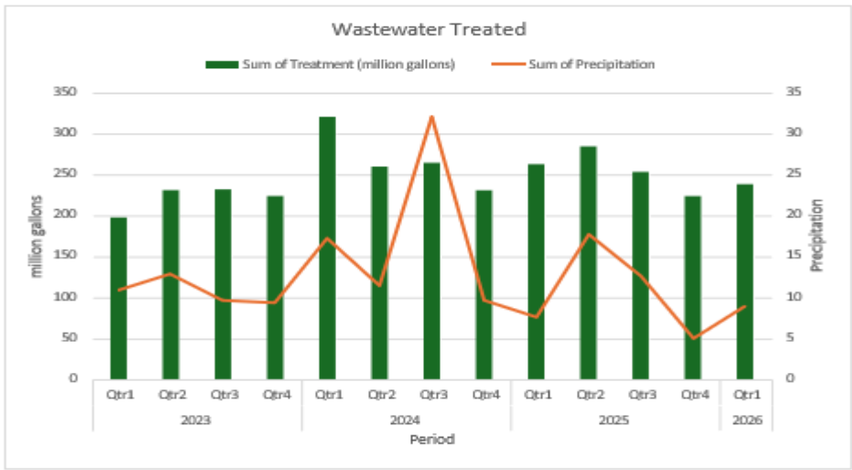
Water Operations

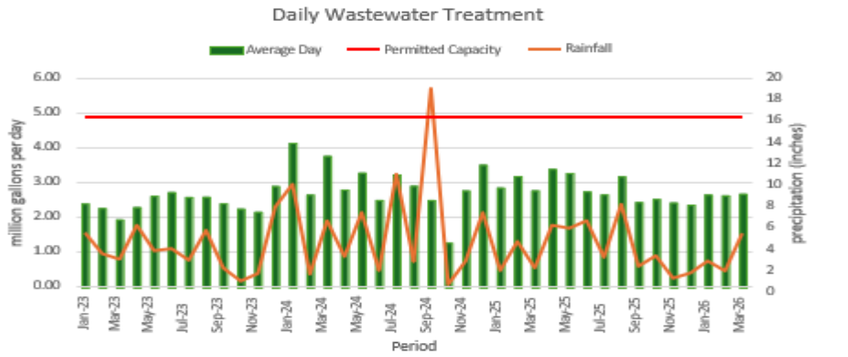


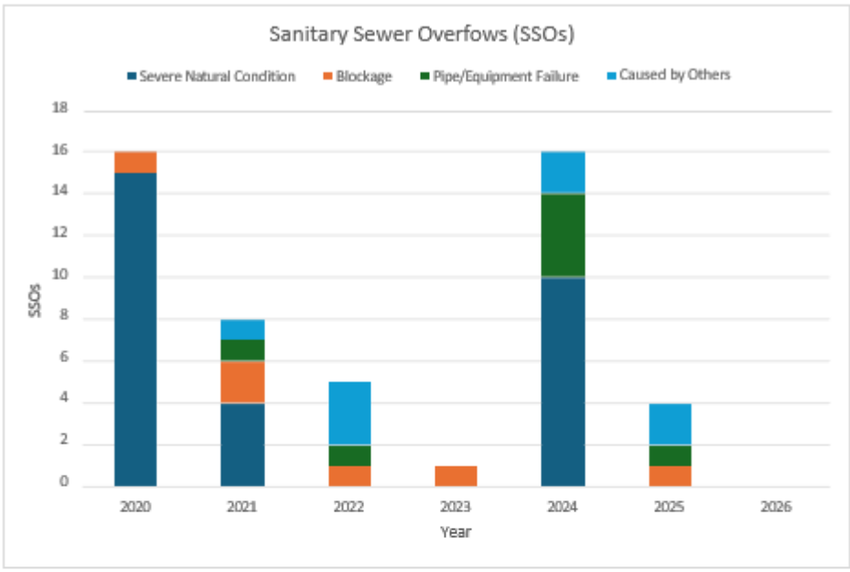


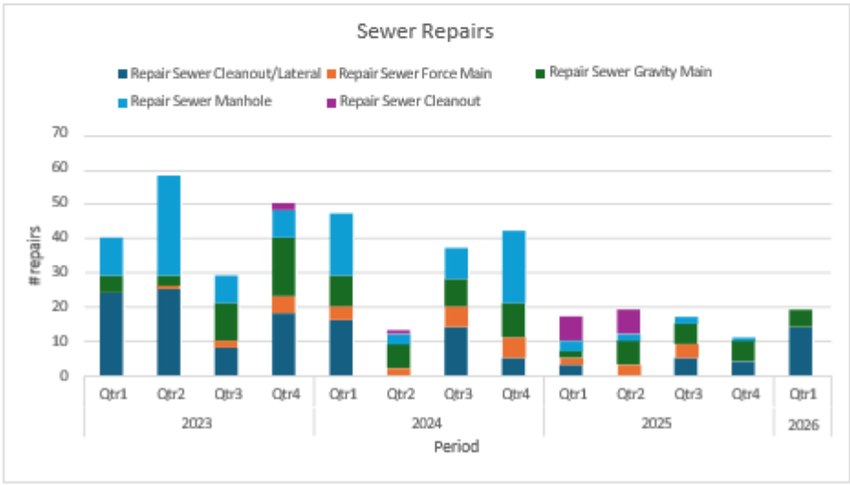


Wastewater Operations









Financial Management

Expenditures (Through Q3 FY2027)

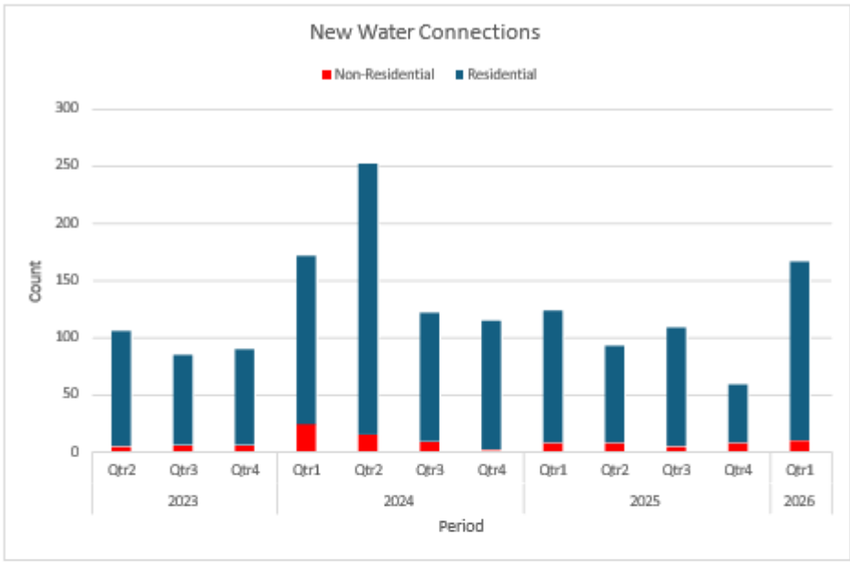
Expenditure Type	Actuals (Approximate)	Amended Budget	% Expended
Personnel & Benefits	$9,544,041	$14,356,658	66.5%
Operating	$6,191,037	$9,568,917	64.7%
Capital	$330,819	$1,114,821	29.7%
Debt Service	$708,442	$6,144,553	11.5%
TOTAL	**$16,774,340**	**$31,184,949**	**53.8%**

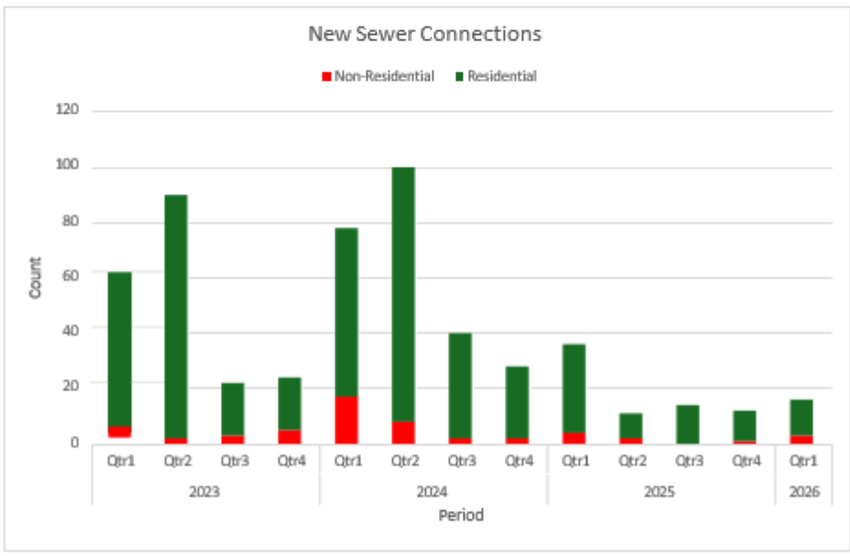
Revenues (Through Q3 FY2027)

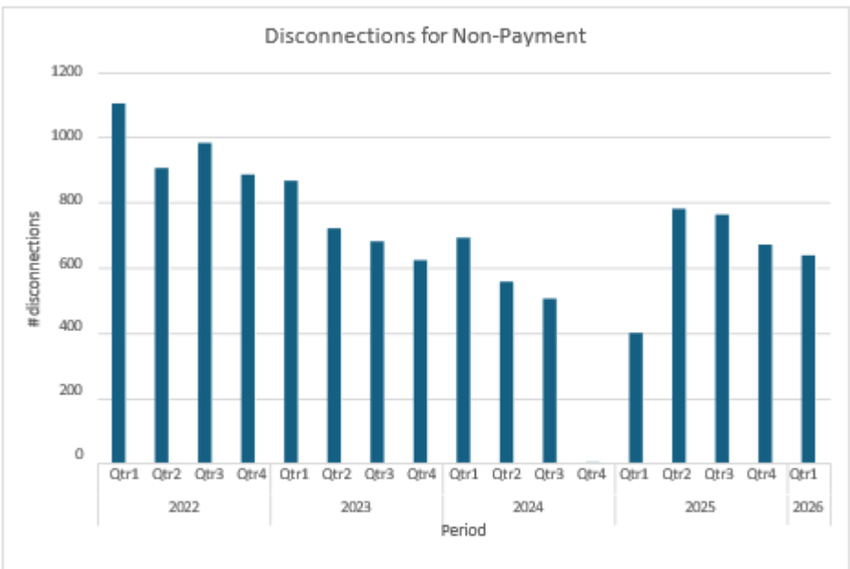
Revenue Type	Actuals (Approximate)	Amended Budget	% of Forecasted
Water Sales	$12,245,832*	$17,788,215	(6.2%)
Sewer Sales	$5,923,425*	$8,441,865	(4.8%)
Misc. Revenue	$2,579,410*	$2,488,428	28.7%
Fund Balance Appropriation	$0	$2,466,441	--
TOTAL	**$20,748,668**	**$31,184,949**	**(8.5%)**

**Revenues are underreported. A few weeks of the reporting quarter revenue was not received at the publish date of this report due to billing cycle schedules.*

Customer Service and Connections





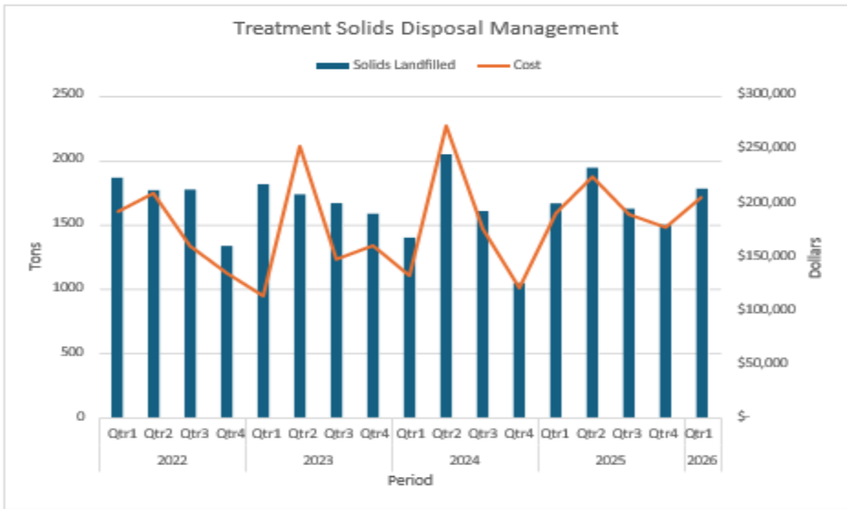


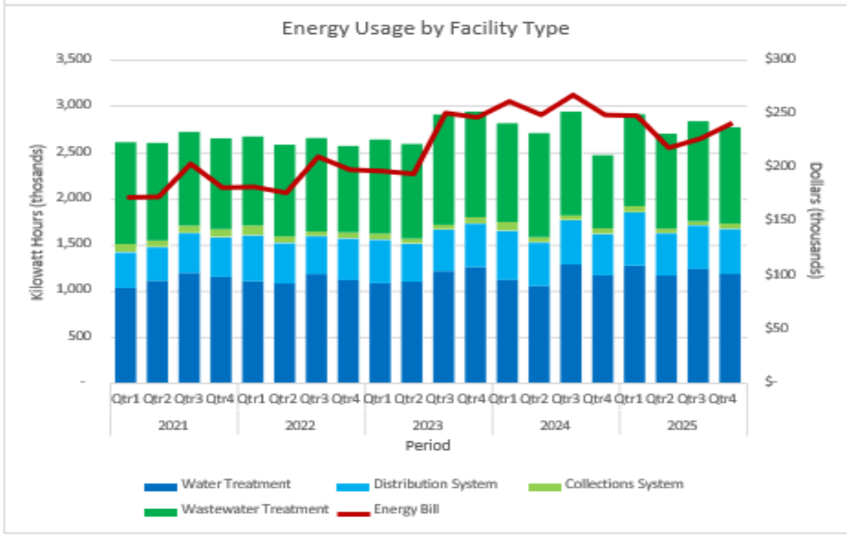
On Time Bill Collection Rate Q1- 2026 = 99.35%

On Time Bill Collection Rate Goal = 99.50%

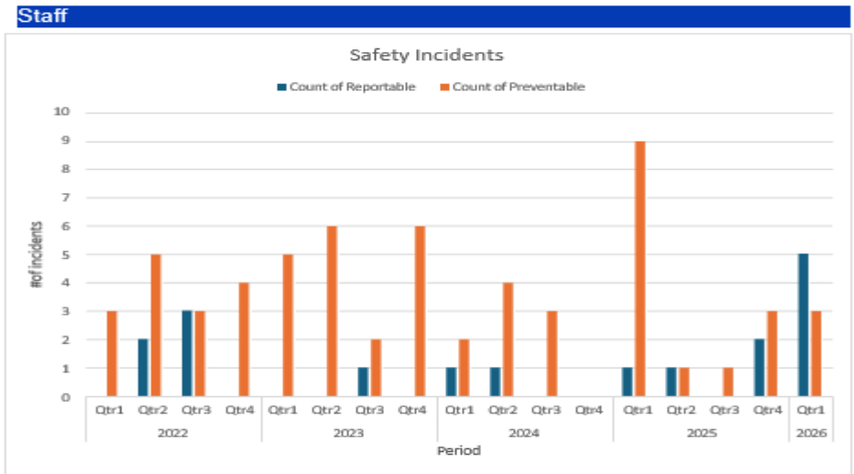
"Disconnections for non-payment suspended between 10/1/2024 and 2/28/2025 due to Hurricane Helene.

Sustainability

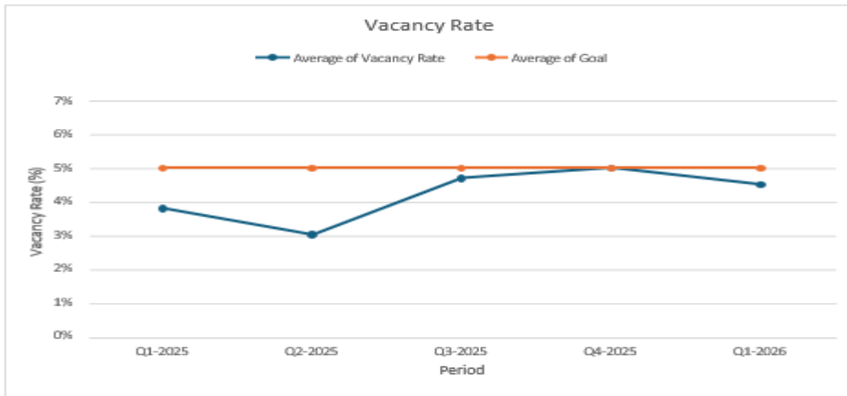




Staff



2025 Total Recordable Case (TRC) rate: **4.18** (2024 State Average 4.47)
Estimated 2026 Q1 TRC rate: **21.04**



Current Vacancies

- Administration 0 of 7
- Field Operations 3 of 64
- Water Treatment 1 of 13
- Wastewater Treatment 0 of 10
- Technology and Metering 0 of 8

New Team Members

- Brandon Mundy: Facilities Maintenance Mechanic
- David Baldwin: Facilities Maintenance Mechanic
- Chris Davis: Wastewater Treatment Plant Operator
- McIntyre Sudderberg: Wastewater Treatment Operator
- Michael Bradley: Wastewater Treatment Plant Operator

Staff Accomplishments and Accolades

- **Chad Freeman** – MVP - Chad was recognized for assisting Public Works during the January winter storm by providing great wisdom and leadership throughout the event.
- **Austin Williams** and **Justin Shipman** – MVP – A water customer sent a note of appreciation for Austin and Justin when the water pipes in her residence froze during an extreme cold weather weekend. Austin and Justin showed up within 10 minutes of calling the City, and while they couldn't fix the issue, they were pleasant, helpful, and encouraging.

Operator Certifications Obtained

- Timothy Calderazzo – Grade C Distribution Operator
- Timothy Calderazzo - Backflow Prevention Assembler Tester
- Stephen Bell – Grade 2 Physical Chemical Treatment Certification
- Kasey Lyons Sudderberg – Cross Connection Control System Operator
- Chad Freeman - Grade 3 Collections Operator
- Bryson Metcalf – Grade C Distribution Operator
- Katie Bandurraga – Meter Technician Certification
- Richard Burchell – Meter Technician Certification
- Sammantha Cannon – Grade 2 Wastewater Laboratory Technician

Departmental Awards and Achievements

- The Utility was awarded an additional **$3.5 million** (50% grant 50% 0%-interest loan), towards its **Water System Resiliency Looping** project through the North Carolina Department of Environmental Quality (NCDEQ) Helene SRF program. Total funding awarded for this project to date is now up to **$13.5 million**. The project generally provides redundant water supply pipelines to Mountain Home/Fletcher and Dana/Upward Road areas that are currently served by single feeds The grant application was prepared by **Devin Owen,** Utilities Engineer.
- The Utility was awarded an additional **$4 million** ($3 million grant, $1 million 0% interest loan) through the NCDEQ Helene SRF program and **$6 million, (**50% grant 50% low-interest loan) through the normal SRF program to partially fund its **Wastewater Treatment Facility Flood Mitigation and Expansion** projects through the NCDEQ Helene SRF program. Total funding awarded for this project is now up to **$17 million**. Utility staff continue to aggressively pursue additional opportunities to completely fund the project.
- The Utility was awarded a **$3 million** SRF low-interest loan towards its **Water Treatment Facility Sludge Transfer and Backwash Pump Improvements** project. The project generally replaces existing pumps that have reached the end of their useful lives and adds additional redundant pumps to improve water treatment operational resiliency.

Notable Project Updates

- After decades of thoughtful planning, the launch of the **French Broad River Water Intake and Pumping Station** was celebrated at a 'First Sip Ceremony' on February 13, 2026. The new water intake collects and pumps water from the French Broad River to the Water Treatment Facility where it is purified into high quality drinking water. The utility's water supply area is currently experiencing extreme drought, however with the addition of the new French Broad River Intake the utility does not foresee implementing water use restrictions in the near future.



Elected officials, external partners, and utility staff celebrate the launch of the new French Broad River Intake. February 13, 2026.

- The **WWTF Biosolids Thermal Dryer** project has seen significant construction progress in recent months. The thermal drying equipment is expected to arrive in May 2026 with completion of the project scheduled in Fall 2026. The project greatly reduces the amount of treatment solids landfilled by producing a biosolid material that can be beneficially reused as fertilizer/soil amendment while significantly reducing disposal costs.



Biosolids Thermal Dryer Facility Construction. April 2026.

5. NEW BUSINESS

A. Approval to Submit an Application for the Parks & Recreation Trust Fund Grant Program – *Blake Fulgham, Management Analyst II*

Per City Manager John Connet, we will float around some ideas and wait on the application. No action was taken.

B. Request for Approval to Accept the PARTF-Helene Recovery Fund grant for the Sullivan Park Restroom and Playground Improvements – *Blake Fulgham, Management Analyst II*

Per City Manager John Connet, we have already received the grant, and council needs to approve it, so we will put it back on the agenda for May 13th.

6. CLOSED SESSION

Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (4) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to discuss matters relating to the location or expansion of industries and businesses in the area served by the public body.

7. ADJOURN

City Council took a five-minute break at 5:13p.m. and then went into closed session at 5:18p.m.

There being no further business, the meeting adjourned at 5:27 p.m. upon unanimous assent of the Council. No further action was taken.

_____

Barbara Volk, Mayor

ATTEST:

_____

Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Krystal Powell **MEETING DATE:** 5/13/2026

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Approval of Fiscal Year 2026 Annual Audit Contract – *Krystal Powell, Finance Director*

SUGGESTED MOTION(S):

I move Council approve the resolution to authorize a contract with Gould Killian CPA Group for the fiscal year 2026 annual audit.

SUMMARY:
G.S. 159-34 requires each local unit to have its accounts audited as soon as possible after the end of each fiscal year. In January 2024 our Staff issued an RFP for audit services and Gould Killian CPA Group was selected. Staff is recommending Gould Killian CPA Group be approved to provide audit services for the fiscal year 2026 audit. The cost for fiscal year 2026 is $55,950 plus the addition of 6 Single Audits of combined State/Federal Programs. The cost of a Single Audit for an additional major State or Federal program is $4,500. We have included 6 single audits in the contract for this year which is based on an estimate. If less than 6 major programs are audited we will be billed $4,500 less for each one.

BUDGET IMPACT: $55,950 plus $4,500 per major program for Single Audit. Total contract $82,950 with 6 major programs estimated for Single Audit

Is this expenditure approved in the current fiscal year budget? Next year's budget

If no, describe how it will be funded.

ATTACHMENTS:
LGC 205 Contract to Audit Accounts
Gould Killian CPA Group Engagement Letter

LGC-205 Form A

CONTRACT TO AUDIT ACCOUNTS

The Governing Board: City Council

of Primary Government Unit: City of Hendersonville

and Discretely Presented Component Unit (DPCU) (if applicable):

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and Auditor Name: Gould Killian CPA Group, P.A.

Auditor Address: 100 Coxe Ave, Asheville, NC 28801

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/26	12/31/26

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by "U.S. Auditing Standards – AICPA (Clarified)," referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is $1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

CONTRACT TO AUDIT ACCOUNTS

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit’s (Units’) audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management’s Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor’s opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.

20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

LGC-205 Form B

CONTRACT TO AUDIT ACCOUNTS

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Krystal Powell	Finance Director	kpowell@hvlnc.gov

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

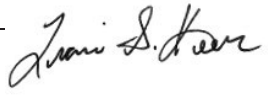
Primary Government Unit	City of Hendersonville
Audit Fee (financial and compliance if applicable)	$ 46,450
Fee per Major Program (if not included above)	$ 4,500 (NTE amount includes 6 major programs)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 9,500
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 82,950

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	$
Fee per Major Program (if not included above)	$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$

CONTRACT TO AUDIT ACCOUNTS

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Travis S. Keever	Signature* 
Date* 04/12/26	Email Address* tkeever@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Hendersonville	
Date Governing Board Approved Audit Contract* **(Enter date in box to right)**	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	$ 82,950
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

CONTRACT TO AUDIT ACCOUNTS

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* **(Enter date in box to right)**	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by The School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all
required signatures prior to submission.

PRINT

GOULD KILLIAN CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

G. Edward Towson, II., CPA
Harvey Jenkins, CPA
Shon Norris, CPA, CFP®
Eric Michael, CPA
Daniel R. Mullinix, CPA
Terry Andersen, CPA
Travis Keever, CPA
Cheryl McCormick, CPA

April 7, 2026

To the City Council and
Members of Management
City of Hendersonville
160 6th Ave E
Hendersonville, NC 28792

Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. ("GK" or "we") will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of City of Hendersonville as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Hendersonville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Hendersonville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule – annually budgeted major funds

3. Required schedules for Law Enforcement Officers' Special Separation Allowance
4. Required schedules for the Local Government Employees' Retirement System
5. Required schedules for Other Postemployment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies City of Hendersonville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, other schedules
2. Schedule of expenditures of federal and state awards (when applicable)

The introductory and statistical sections will not be subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we will not express an opinion or provide any assurance on them.

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- (Only if a single audit is determined to be required) – internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable ,to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Hendersonville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Hendersonville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on the City of Hendersonville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that City programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19

related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reproduction of Audit Report

If the City plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to City employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the City’s premises. This assistance will serve to facilitate the progress of our work.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and members of City Council at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the City. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of City of Hendersonville in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the City in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its functions and fulfilling its responsibilities.

The City agrees to perform the following functions in connection with our performance of the financial statement services:

a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
b. Assign Krystal Powell to oversee the financial statement services and evaluate the adequacy and results of the services.
c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The City must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the members of City Council of the City of Hendersonville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the City hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the City's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2026 and to issue our reports no later than December 31, 2026. Travis S. Keever is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fixed charges to the City for the services described above of $55,950 are expected to be $46,450 for the financial statement audit and $9,500 for financial statement preparation. An additional variable fee of $4,500 per major program will be charged should a federal and/or state single audit be necessary.

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 375 hours in total. If significant additional time is necessary (over 400 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

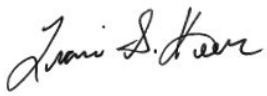
Reporting

We will issue written reports upon our completion of the audit. Our reports will be address to the members of the City Council for the City of Hendersonville, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Travis S. Keever
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of City of Hendersonville.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Resolution#__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO

AUTHORIZE A CONTRACT WITH GOULD KILLIAN CPA GROUP

WHEREAS, the North Carolina General Assembly has enacted Chapter 159-34 of the North Carolina General Statutes which requires all local governments to have their accounts audited as soon as possible after the close of each fiscal year by a certified public accountant, or accountant certified by the Local Government Commission as qualified to audit local government accounts, selected by and reporting to the governing board; and

WHEREAS, City staff issued a Request for Proposal from qualified auditing firms on January 11, 2024 and four proposals were received; and

WHEREAS, staff reviewed the proposals based on the criteria outlined in the Request for Proposal; and
WHEREAS, Gould Killian CPA Group scored the highest among the four proposals reviewed by staff.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. City Council selects Gould Killian CPA Group as auditor for fiscal year 2026 for the amount of $55,950 plus $4,500 for each major Single Audit program.
2. City Council directs the Finance Director to submit the completed LGC-205 Contract to Audit Accounts to the Local Government Commission.
3. City Council authorizes the City Manager to sign the Gould Killian CPA Group Engagement Letter and the LGC-205 Contract to Audit Accounts for the fiscal year 2026 audit.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 05/13/2026

AGENDA SECTION: Consent **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution Certifying and Declaring the Results of the Special Bond Referendum ($10.0M Transportation GO Bond) - *Adam Murr, Budget & Eval. Director*

SUGGESTED MOTION(S):

I move City Council adopt: (1) the **RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026**; and, (2) the **STATEMENT OF RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026** as presented.

SUMMARY:

On March 3, 2026, 1,910 City Voters responded "Yes" and 944 Voters responded "No" to the issuance of a $10.0 million transportation General Obligation Bond issuance question, detailed in the attached **RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026** ("Resolution"). It is recommended that Council approve the Resolution. It is further recommended that Council approve the attached **STATEMENT OF RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026** ("Statement"). Following the approval of the Resolution and Statement items, Staff will publish the Statement on May 17, 2026 and seek approval of the Local Government Commission to issue debt on June 09, 2026.

BUDGET IMPACT: $10,000,000.00

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

1. RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026.
2. STATEMENT OF RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026.

RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026

WHEREAS, the City Council of the City of Hendersonville, North Carolina has considered the Certificate of Canvass of the Henderson County Board of Elections canvassing the referendum held for the City of Hendersonville, North Carolina on March 3, 2026 and certifying the result thereof to the City Council and has canvassed the result of said Referendum.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA that it be and hereby is certified and declared that the number of voters registered and qualified to vote at said Referendum was 11,767.

BE IT FURTHER RESOLVED, that it be and hereby is certified and declared that the total number of voters who voted **"Yes"** in answer to the question:

> "Additional property taxes may be levied on property located in the City of Hendersonville in an amount sufficient to pay the principal of and interest on bonds if approved by the following ballot question. *SHALL* the order authorizing $10,000,000 of bonds plus interest to provide funds to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved, in light of the following:
>
> (1) The estimated cumulative cost over the life of the bond, using the highest interest rate charged for similar debt over the last 20 years, would be $15,611,200 (consisting of $10,000,000 principal amount of the bonds plus $5,611,200 of interest).
>
> (2) The estimated amount of property tax liability increase for each one hundred thousand dollars ($100,000) of property tax value to service the cumulative cost over the life of the bond provided above would be $20.00 per year."

was 1,910. The total number of voters who voted **"No"** in answer to such question was 944.
The question in the form submitted was APPROVED by the affirmative vote of a majority of those who voted thereon at said referendum.

BE IT FURTHER RESOLVED, that a statement substantially in the form hereinafter set forth declaring the result of said referendum will be filed in the City Clerk's office and inserted in the City Council minutes and published in accordance with law.

BE IT FURTHER RESOLVED, that this Resolution shall become effective on the date of its adoption.

READ, APPROVED AND ADOPTED this 13th day of May, 2026.

STATE OF NORTH CAROLINA)
) SS:
CITY OF HENDERSONVILLE)

I, *Jill Murray*, City Clerk of the City of Hendersonville, North Carolina (the "*City*"), *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **"RESOLUTION CERTIFYING AND DECLARING THE RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026"** adopted by the City Council of the City at a meeting held on the 13th day of May, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this the ___ day of May, 2026.

(SEAL)

City Clerk
City of Hendersonville, North Carolina

STATEMENT OF RESULTS OF THE SPECIAL BOND REFERENDUM ON THE BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, HELD FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA ON MARCH 3, 2026

WHEREAS, by direction of the City Council (the "*City Council*") of the City of Hendersonville, North Carolina, a special bond referendum was duly called and held for said City on March 3, 2026 for the purpose of submitting to the qualified voters of said City the questions hereinafter set forth, and said City Council has received from the Henderson County Board of Elections a certification of the results of said referendum, and has determined the results of said referendum to be as hereinafter stated;

NOW, THEREFORE, the City Council hereby makes the following statement of the result of said referendum pursuant to The Local Government Bond Act:

The total number of voters who voted **"Yes"** in answer to the question:

"Additional property taxes may be levied on property located in the City of Hendersonville in an amount sufficient to pay the principal of and interest on bonds if approved by the following ballot question. *SHALL* the order authorizing $10,000,000 of bonds plus interest to provide funds to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved, in light of the following:

(1) The estimated cumulative cost over the life of the bond, using the highest interest rate charged for similar debt over the last 20 years, would be $15,611,200 (consisting of $10,000,000 principal amount of the bonds plus $5,611,200 of interest).

(2) The estimated amount of property tax liability increase for each one hundred thousand dollars ($100,000) of property tax value to service the cumulative cost over the life of the bond provided above would be $20.00 per year."

was 1,910. The total number of voters who voted **"No"** in answer to such question was 944. The question in the form submitted was APPROVED by the vote of a majority of those who voted thereon at said referendum.

Any action or proceeding challenging the regularity or validity of this bond referendum must be begun within 30 days after May 17, 2026.

CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Heide **MEETING DATE:** 05/13/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Finance

TITLE OF ITEM, Presenter Name, Title: Monthly Property Tax Collector's Report -*Tammy Heide, Deputy Tax Collector*

SUGGESTED MOTION(S): I move that City Council approve the Monthly Tax Collector Report

SUMMARY:

Monthly Property Tax Collector Report

Pursuant to N.C.G.S. § 105-350(7), it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Attached is the month-end report for collections, refunds, and releases (current and prior years), provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes

BUDGET IMPACT: $ 0.00

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

PROJECT NUMBER: N/A **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

i. Monthly Tax Collector's Report

CITY OF HENDERSONVILLE TAX COLLECTOR'S REPORT

TO: City of Hendersonville Board of Commissioners

FROM: Tammy Heide, Deputy Tax Collector

DATE: Thursday, May 13, 2026

SUBJECT: March 2026 Tax Collector Report

According to NCGS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), amounts are provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

This summary does not include Late List Penalties and Interest. Late List Penalties collected are transferred to the Henderson County School System per NCGS 115C-437.

REAL AND PERSONAL PROPERTY TAXES MONTHLY COLLECTIONS

CURRENT YEAR

	CITY	DOWNTOWN	7TH AVENUE
BILLED	$16,706,936.03	$301,549.89	$49,620.16
COLLECTED YEAR TO DATE	$16,460,961.45	$291,409.47	$47,442.23
ADJUSTMENTS AND RELEASES YEAR TO DATE	$37,306.59	$846.46	$1,288.82
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$283,281.17**	**$10,986.88**	**$3,466.75**
CURRENT YEAR TAX COLLECTION PERCENTAGE	98.31%	96.37%	93.19%

PRIOR YEARS

BEGINNING OUTSTANDING BALANCE	$109,504.50	$8,148.15	$2,323.10
MONTHLY COLLECTION	$5,222.43	$1,005.00	$0.00
MONTHLY ADJUSTMENTS AND RELEASES	$0.00	$0.00	$0.00
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$104,282.07**	**$7,143.15**	**$2,323.10**

Per NCGS 105-381(b) the Tax Collector is reporting tax releases/refunds within the current period of:

Total Ad Valorem Pending Releases due to taxable value Adjustmen	$7,225.73
Total Ad Valorem Pending Refunds for the Month	$0.00
Total Motor Vehicle Releases and Refunds for the Prior Month	$1,284.57

*** Taxes releases/refunds are only allowed when taxes (1)were illegal or (2)were imposed due to a clerical error.*

Detailed information for releases and refunds is available from the Henderson County Tax Collector.

Date run: 4/1/2026 2:00:44 AM

TR-401G Net Collections Report

NCPTS V4

Data as of: 3/31/2026 6:20:25 PM

Report Parameters:

Date Sent to Finance Start: **Min - March 1, 2026** Date Sent to Finance End: **Max - March 31, 2026** Abstract Type: **BUS,IND,PUB,REI**

Tax District: **DOWNTOWN-MAIN ST, HENDERSONVILLE, SEVENTH AVENUE**

Fiscal Year Activity from July 1, 20XX to March 31, 2026								Activity from March 1, 2026 to March 31, 2026			
Tax Year	Orig. Billed Amt ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)	Net Levy ($)	Amt Collect. ($)	Unpaid Balance ($)	Amt Collect. ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)
		Assessor Refunds ($)	Net Collections ($)	Additional Levy ($)	Collection Fee Amt ($)	% Coll.	% Uncoll.			Assessor Refunds ($)	Additional Levy ($)
TAX DISTRICT: DOWNTOWN-MAIN ST LEVY TYPE: TAX											
2025	301,549.89	642.37	6.85	1,495.68	302,396.35	291,409.47	10,986.88	1,203.94	0.00	0.00	0.00
		0.00	291,409.47	0.00	0.00	96.37 %	3.63 %			0.00	0.00
2024	319,139.09	18,496.05	7.92	0.00	300,645.66	297,853.47	2,792.19	988.12	0.00	0.00	0.00
		18,472.40	316,325.87	10.54	0.00	99.07 %	0.93 %			0.00	0.00
2023	306,817.86	5,382.55	8.07	714.18	302,141.42	300,977.98	1,163.44	16.88	0.00	0.00	0.00
		1,931.28	302,909.26	0.00	0.00	99.61 %	0.39 %			0.00	0.00
2022	282,613.76	527.62	4.71	1,149.32	283,230.75	282,072.29	1,158.46	0.00	0.00	0.00	0.00
		259.42	282,331.71	0.00	0.00	99.59 %	0.41 %			0.00	0.00
2021	279,707.75	120.21	7.80	649.23	280,228.97	279,560.20	668.77	0.00	0.00	0.00	0.00
		6.55	279,566.75	0.00	0.00	99.76 %	0.24 %			0.00	0.00
2020	303,748.51	4,144.30	5.50	0.00	299,598.71	299,308.06	290.65	0.00	0.00	0.00	0.00
		0.00	299,308.06	0.00	0.00	99.90 %	0.10 %			0.00	0.00
2019	301,458.76	3,159.01	6.21	2,333.01	300,686.15	299,616.51	1,069.64	0.00	0.00	0.00	0.00
		418.28	300,034.79	59.60	0.00	99.64 %	0.36 %			0.00	0.00
Sub.	**2,095,035.62**	**32,472.11**	**47.06**	**6,341.42**	**2,068,928.01**	**2,050,797.98**	**18,130.03**	**2,208.94**	**0.00**	**0.00**	**0.00**
		21,087.93	**2,071,885.91**	**70.14**	**0.00**	**99.12 %**	**0.88 %**			**0.00**	**0.00**
TAX DISTRICT: HENDERSONVILLE LEVY TYPE: TAX											
2025	16,706,936.03	28,412.84	2,562.87	23,127.09	16,744,242.62	16,460,961.45	283,281.17	87,677.67	0.00	0.82	0.00
		1,294.70	16,462,256.15	45,155.21	0.00	98.31 %	1.69 %			0.00	0.00
2024	16,053,485.41	12,085.14	199.47	0.00	16,046,619.04	16,005,954.55	40,664.49	4,628.13	0.00	0.00	0.00
		1,610.03	16,007,564.58	5,418.24	0.00	99.75 %	0.25 %			0.00	0.00
2023	13,941,515.71	63,224.03	1,440.39	7,407.24	13,899,227.11	13,878,255.73	20,971.38	451.37	0.00	0.00	0.00
		8,420.72	13,886,676.45	14,968.58	0.00	99.85 %	0.15 %			0.00	0.00
2022	11,026,379.84	28,277.86	123.85	42,582.44	11,049,502.03	11,035,078.88	14,423.15	92.70	0.00	0.00	0.00
		1,687.83	11,036,766.71	8,941.46	0.00	99.87 %	0.13 %			0.00	0.00
2021	10,768,355.48	128,822.08	5,678.08	15,069.08	10,663,536.89	10,654,928.75	8,608.14	35.53	0.00	0.00	0.00
		21,332.16	10,676,260.91	14,612.49	0.00	99.92 %	0.08 %			0.00	0.00
2020	9,991,000.95	75,671.96	5,397.09	3,391.98	9,942,338.25	9,936,447.97	5,890.28	7.35	0.00	0.00	0.00

		21,611.14	9,958,059.11	29,014.37	0.00	99.94 %	0.06 %			0.00	0.00
2019	9,872,500.92	113,803.96	179.49	34,770.99	9,796,357.37	9,782,632.74	13,724.63	7.35	0.00	0.00	0.00
		26,495.88	9,809,128.62	3,068.91	0.00	99.86 %	0.14 %			0.00	0.00
2011	0.00	0.00	31.95	31.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	100 %	0 %			0.00	0.00
2004	0.00	449.61	0.00	449.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	100 %	0 %			0.00	0.00
2001	8.06	0.00	0.00	0.00	8.06	8.06	0.00	0.00	0.00	0.00	0.00
		0.00	8.06	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**88,360,182.40**	**450,747.48**	**15,613.19**	**126,830.38**	**88,141,831.37**	**87,754,268.13**	**387,563.24**	**92,900.10**	**0.00**	**0.82**	**0.00**
		82,452.46	**87,836,720.59**	**121,179.26**	**0.00**	**99.56 %**	**0.44 %**			**0.00**	**0.00**
TAX DISTRICT: SEVENTH AVENUE		**LEVY TYPE: TAX**									
2025	49,620.16	133.34	3.07	1,425.23	50,908.98	47,442.23	3,466.75	556.81	0.00	0.00	0.00
		0.00	47,442.23	0.00	0.00	93.19 %	6.81 %			0.00	0.00
2024	51,101.29	0.00	2.03	0.00	51,099.26	50,204.92	894.34	0.00	0.00	0.00	0.00
		0.00	50,204.92	0.00	0.00	98.25 %	1.75 %			0.00	0.00
2023	50,148.13	37.20	2.17	0.00	50,108.76	49,127.10	981.66	0.00	0.00	0.00	0.00
		0.00	49,127.10	0.00	0.00	98.04 %	1.96 %			0.00	0.00
2022	41,590.02	160.37	1.96	325.57	41,753.26	41,644.45	108.81	0.00	0.00	0.00	0.00
		0.00	41,644.45	0.00	0.00	99.74 %	0.26 %			0.00	0.00
2021	33,865.75	77.89	3.19	113.57	33,898.24	33,774.93	123.31	0.00	0.00	0.00	0.00
		79.45	33,854.38	0.00	0.00	99.64 %	0.36 %			0.00	0.00
2020	33,080.31	77.86	1.67	0.00	33,000.78	32,838.68	162.10	0.00	0.00	0.00	0.00
		77.86	32,916.54	0.00	0.00	99.51 %	0.49 %			0.00	0.00
2019	32,879.97	589.72	1.39	884.89	33,173.75	33,120.87	52.88	0.00	0.00	0.00	0.00
		0.00	33,120.87	0.00	0.00	99.84 %	0.16 %			0.00	0.00
Sub.	**292,285.63**	**1,076.38**	**15.48**	**2,749.26**	**293,943.03**	**288,153.18**	**5,789.85**	**556.81**	**0.00**	**0.00**	**0.00**
		157.31	**288,310.49**	**0.00**	**0.00**	**98.03 %**	**1.97 %**			**0.00**	**0.00**
Total	**90,870,026.78**	**507,803.15**	**16,725.36**	**178,603.72**	**90,650,981.70**	**90,428,025.33**	**424,319.03**	**101,684.98**	**0.00**	**0.82**	**0.00**
		104,257.31	**90,532,282.64**	**126,879.71**	**0.00**	**99.53 %**	**0.47 %**			**0.00**	**0.00**

Signature (Tax Collector) _____

NCPTS Pending Release/Refund Report. Tuesday, March 24, 2026*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	1898 WAVERLY, INC	0003091764-2024-2024-0000	TP HAS NO LEASED HOLD IMPROVEMENTS BECAUSE HE IS THE OWNER OF PROPERTY.	($707,845)	9573	JURSC10	TAX	$3,728.70	$3,728.70	$3,680.79
							LATE LIST FEE	$0.00	$0.00	$0.00
							TOTAL:			$3,680.79
									ABSTRACT TOTAL:	$3,680.79
		0003091764-2025-2025-0000	TP HAS NO LEASED HOLD IMPROVEMENTS BECAUSE HE IS THE OWNER OF PROPERTY.	($675,015)	9574	JURSC10	TAX	$3,565.83	$3,565.83	$3,510.08
							LATE LIST FEE	$0.00	$0.00	$0.00
							TOTAL:			$3,510.08
									ABSTRACT TOTAL:	$3,510.08
		OWNER TOTAL:		**$0**						**$7,190.87**
	AMMONS, DAVID ISAAC	0003111706-2025-2025-0000	VOIDED FOR 2025 DUE TO BEING TAXED TWICE ON UTILITY TRAILER.	($4,940)	9578	JURSC10	TAX	$25.69	$25.69	$25.69
							LATE LIST FEE	$2.57	$2.57	$2.57
							TOTAL:			$28.26
									ABSTRACT TOTAL:	$28.26
		OWNER TOTAL:		**$0**						**$28.26**
	LIVE MOORE REAL ESTATE SERVICES INC	0000122995-2025-2025-0000	PER 2025 BUSINESS LISTING FORM: BUSINESS CLOSED.	($1,269)	9576	JURSC10	TAX	$6.60	$0.00	$6.60
							LATE LIST FEE	$0.00	$0.00	$0.00
							TOTAL:			$6.60
									ABSTRACT TOTAL:	$6.60
		OWNER TOTAL:		**$0**						**$6.60**
	DISTRICT TOTAL:			**($1,389,069)**						**$7,225.73**

*Adjustments submitted for approval on or before

Tax Jurisdiction	District Type	Net Change
HEND	COUNTY	($2,235.47)
C52	CITY	($16.67)
C40	CITY	($134.26)
C10	CITY	($1,284.57)
C60	CITY	($84.54)
F01	FIRE	($19.28)
F09	FIRE	($45.11)
F03	FIRE	($30.95)
F04	FIRE	($77.74)
F05	FIRE	($7.63)
F06	FIRE	($5.64)
F08	FIRE	$2.69
F07	FIRE	($69.08)
F02	FIRE	$10.38
Total		**($3,997.87)**

Report Parameters	Report Date 3/2/2026 10:13:24 AM
County	Henderson
Refund Time Period	February
Refund Fiscal Year	2025 - 2026
Refund Types	Overpayment,Adjustment >= $100,Adjustment < $100,Proration,DMV Interest
Refund Status	AUTHORIZED,PENDING
Report Run Date	3/2/2026 10:13:24 AM

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BRODY, BONITA ANN	BRODY, BONITA ANN		22 FODDERSTACK WOODS LN		PISGAH FOREST, NC 28768	Adjustment >= $100	0089088039	KDS7557	AUTHORIZED	483464208	Refund Generated due to adjustment on Bill #0089088039-2025-2025-0000	Situs error	2/11/2026	2/11/2026	HEND	TAX	$0.00	$0.00	$0.00
															C10	TAX	($122.66)	$0.00	($122.66)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
															F01	TAX	$30.67	$0.00	$30.67
																		Refund	**$121.99**
BURGE, MICHAEL DAVID	BURGE, MICHAEL DAVID		836 UPWARD RD		FLAT ROCK, NC 28731	Adjustment < $100	0064949506	JML8957	AUTHORIZED	362494197	Refund Generated due to adjustment on Bill #0064949506-2025-2025-0000-00	Adjustment	2/9/2026	2/9/2026	HEND	TAX	($19.48)	$0.00	($19.48)
															C10	TAX	($23.51)	$0.00	($23.51)
															C10	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$42.99**
CARRASCO BARRAGAN, OSVALDO	CARRASCO BARRAGAN, OSVALDO		PO BOX 1639		FLAT ROCK, NC 28731	Adjustment >= $100	0089401508	VDB4014	AUTHORIZED	484767096	Refund Generated due to adjustment on Bill #0089401508-2025-2025-0000	Situs error	2/23/2026	2/23/2026	HEND	TAX	$0.00	$0.00	$0.00
															C10	TAX	($102.44)	$0.00	($102.44)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
															F04	TAX	$22.66	$0.00	$22.66
																		Refund	**$109.78**
CHAPMAN, CECELIA MACKE	CHAPMAN, CECELIA MACKE		824 BARBARA BLVD		HENDERSONVILLE, NC 28739	Proration	0086420499	ZX7182	AUTHORIZED	242661714	Refund Generated due to proration on Bill #0086420499-2025-2025-0000-00	Vehicle Sold	2/27/2026	2/27/2026	HEND	TAX	($3.34)	$0.00	($3.34)
															F02	TAX	($0.70)	$0.00	($0.70)
																		Refund	**$4.04**
CHILDS, JAMES PHILIP	CHILDS, JAMES PHILIP	CHILDS, KAREN GAYLE CORN	3260 BRIGHTWATER FARM RD		HENDERSONVLLE, NC 28739	Adjustment >= $100	0089465502	WAH1252	AUTHORIZED	484766052	Refund Generated due to adjustment on Bill #0089465502-2025-2025-0000	Situs error	2/23/2026	2/23/2026	HEND	TAX	$0.00	$0.00	$0.00
															C10	TAX	($263.93)	$0.00	($263.93)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
															F02	TAX	$45.68	$0.00	$45.68
																		Refund	**$248.25**
DAVIDSON, SUSAN JEANINE	DAVIDSON, SUSAN JEANINE	DAVIDSON, GEORGE EDWARD	42 CORNERSTONE WAY	# 1	HENDERSONVILLE, NC 28791	Proration	0089298302	LMX7569	AUTHORIZED	362780538	Refund Generated due to proration on Bill #0089298302-2025-2025-0000-00	Vehicle Sold	2/13/2026	2/13/2026	HEND	TAX	($103.44)	$0.00	($103.44)
															C10	TAX	($124.79)	$0.00	($124.79)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
																		Refund	**$258.23**
GALLAGHER, ELI ANDERSON	GALLAGHER, ELI ANDERSON		185 GENERAL HL		FLAT ROCK, NC 28731	Adjustment < $100	0089470936	RLP3602	AUTHORIZED	484766308	Refund Generated due to adjustment on Bill #0089470936-2025-2025-0000	Situs error	2/23/2026	2/23/2026	HEND	TAX	$0.00	$0.00	$0.00
															C10	TAX	($69.52)	$0.00	($69.52)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
															F01	TAX	$17.38	$0.00	$17.38
																		Refund	**$82.14**
JONES, KENNETH DEWAYNE	JONES, KENNETH DEWAYNE		1832 N MILLS RIVER RD		MILLS RIVER, NC 28759	Adjustment < $100	0089402341	WAH1233	AUTHORIZED	484152384	Refund Generated due to adjustment on Bill #0089402341-2025-2025-0000	Situs error	2/18/2026	2/18/2026	HEND	TAX	$0.00	$0.00	$0.00
															C10	TAX	($13.99)	$0.00	($13.99)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
															F08	TAX	$2.69	$0.00	$2.69
																		Refund	**$41.30**
KAISER, FRANK MICHAEL	KAISER, FRANK MICHAEL		137 MOCKINGBIRD HILL DR		ETOWAH, NC 28729	Proration	0080356192	JBB4283	AUTHORIZED	242209684	Refund Generated due to proration on Bill #0080356192-2025-2025-0000-00	Vehicle Sold	2/20/2026	2/20/2026	HEND	TAX	($92.25)	$0.00	($92.25)
															F04	TAX	($24.61)	$0.00	($24.61)
																		Refund	**$116.86**
LAUGHTON, CHARLES FRANK	LAUGHTON, CHARLES FRANK	LAUGHTON, HELEN PIPKIN	303 RED OAK DR		HENDERSONVILLE, NC 28791	Proration	0078432777	KBC5610	AUTHORIZED	362780517	Refund Generated due to proration on Bill #0078432777-2024-2024-0000-00	Vehicle Sold	2/13/2026	2/13/2026	HEND	TAX	($63.51)	$0.00	($63.51)
															C10	TAX	($76.62)	$0.00	($76.62)
															C10	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$140.13**
MURRAY, PATRICK J	MURRAY, PATRICK J		217 THISTLE RIDGE CT		FLETCHER, NC 28732	Proration	0088638363	RLF5552	AUTHORIZED	362494641	Refund Generated due to proration on Bill #0088638363-2025-2025-0000-00	Vehicle Sold	2/9/2026	2/9/2026	HEND	TAX	($89.11)	$0.00	($89.11)
															C10	TAX	($107.51)	$0.00	($107.51)
															C10	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$196.62**
PLAPP, GREGORY BILL	PLAPP, GREGORY BILL	PLAPP, PEGGY GRIFFIN	163 WATERSIDE DR		HENDERSONVILLE, NC 28791	Proration	0086328147	576VBP	AUTHORIZED	363314571	Refund Generated due to proration on Bill #0086328147-2025-2025-0000-00	Vehicle Sold	2/20/2026	2/20/2026	HEND	TAX	($40.99)	$0.00	($40.99)
															C10	TAX	($49.45)	$0.00	($49.45)
															C10	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$90.44**
REECE, MICHAEL DWAYNE	REECE, MICHAEL DWAYNE		53 REESE LN		FLETCHER, NC 28732	Adjustment >= $100	0089256985	WAF5259	AUTHORIZED	482961820	Refund Generated due to adjustment on Bill #0089256985-2025-2025-0000	Situs error	2/5/2026	2/5/2026	HEND	TAX	$0.00	$0.00	$0.00
															C10	TAX	($93.13)	$0.00	($93.13)
															C10	VEHICLE FEE	($30.00)	$0.00	($30.00)
															F05	TAX	$18.81	$0.00	$18.81
																		Refund	**$104.32**
THE DAY FAMILY REVOCABLELIVING TRUST DATED MAY 12	THE DAY FAMILY REVOCABLELIVING TRUST DATED MAY 12	ENGLER, YVONNE MICHELLE	2 FIELDCREST DR.		CANDLER, NC 28715	Proration	0075862536	KMH8393	AUTHORIZED	363314532	Refund Generated due to proration on Bill #0075862536-2025-2025-0000-00	Vehicle Sold	2/20/2026	2/20/2026	HEND	TAX	($22.40)	$0.00	($22.40)
															C10	TAX	($27.02)	$0.00	($27.02)
															C10	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$49.42**

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Blake Fulgham **MEETING DATE:** 5/13/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Public Services

TITLE OF ITEM: Agreement – Parks and Recreation Trust Fund (PARTF) – Helene Recovery Fund – *Blake Fulgham, Management Analyst II-Strategy & Performance*

SUGGESTED MOTION(S): I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager accept the grant award and to Enter into an Agreement with the North Carolina Parks and Recreation Authority for the restoration and the development of Sullivan Park recreational facilities.*

SUMMARY:

The Disaster Recovery Act, ratified in June of 2025, allocated $4,158,875 to the Parks and Recreation Trust Fund to facilitate redevelopment and restoration of recreational facilities for local governments in Hurricane Helene affected areas. As of 3/27/2025, our project application for the development of a new playground facility and new restroom facility at Sullivan Park was awarded. Once this project is completed, residents as well as attendees of the local Boys and Girls Club will have a park with high quality recreation and support facilities to utilize.

BUDGET IMPACT: $361,762

Is this expenditure approved in the current fiscal year budget? YES / **NO**

If no, describe how it will be funded.

This project includes a 50% match by the Parks and Recreation Trust Fund.

PROJECT NUMBER: **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Resolution

Agreement

REV 10/2023

NC Office of the State Controller
(IRS Form W-9 will not be accepted in lieu of this form)
***Denotes a Required Field**

STATE OF NORTH CAROLINA
SUBSTITUTE W-9 FORM
Request for Taxpayer Identification Number

Section 1 – Taxpayer Identification

***1.** ☐ Social Security Number (SSN), OR ☐ Employer Identification Number (EIN), OR ☐ Individual Taxpayer Identification Number (ITIN) ***2.** **(PRESS THE TAB KEY TO ENTER EACH NUMBER)**	Please select the appropriate Taxpayer Identification Number (EIN, SSN, or ITIN) type and enter your 9-digit ID number. The U.S. Taxpayer Identification Number is being requested per U.S. Tax Law. Failure to provide this information in a timely manner could prevent or delay payment to you or require The State of NC to withhold 24% for backup withholding tax.
***4. Legal Name** (as registered with the IRS - see instructions)**:**	**3. Unique Entity Identifier or Dunn & Bradstreet Universal Numbering System (DUNS) (see instructions):**
5. Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	**(PRESS THE TAB KEY TO ENTER EACH NUMBER)**

Contact Information

***6. Legal Address** **(DO NOT TYPE OR WRITE IN THIS FIELD)**	**7. Remittance Address** (Location specifically used for payment that is different from Legal Address, if applicable)
***Address Line 1:**	**Address Line 1:**
Address Line 2:	**Address Line 2:**
***City** ***State** ***Zip (9 digit)**	**City** **State** **Zip (9 digit)**
***County**	**County**

***8. Contact Name:**	
***9. Phone Number:**	
10. Fax Number:	
***11. Email Address:**	

***12. Entity Type**	***13. Entity Classification**	**14. Exemptions (see instructions)**
☐ Individual/Sole Proprietor/Single-member LLC ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☐ Other_____ ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ **Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	☐ Medical Services ☐ Legal/Attorney Services ☐ NC Local Govt ☐ Federal Govt ☐ NC State Agency ☐ Other Govt ☐ Other (specify)	Exempt payee code (if any): Exemption from FATCA reporting code (if any):

Section 2 -Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined later in general instructions), and
4. The FATCA code(s) entered on this form (if any) indicting that I am exempt from FATCA reporting is correct.

Certification instructions: Please refer to the IRS Form W-9 located on the IRS Website **(https://www.irs.gov/)**:

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**		***Date:**	

Please complete the Modification to Existing Supplier Records form if there have been any changes to the following: Tax Identification Number (TIN), Legal Name, Business Name, Remittance Address.

If you would like to receive your payments electronically, please complete the Supplier Electronic Payment form.

Return all completed forms to the State Agency from which you are requesting payment.

NC Office of the State Controller *Denotes a Required Field This form is to be completed by the supplier.	**STATE OF NORTH CAROLINA** **Modification to Existing Supplier Records Form**	

*Supplier Name: *Supplier TIN:

This form is to be completed by the supplier if one or more of the following have changed:

1. Change of remittance address.
2. Change of Social Security Number (SSN), or Employer Identification Number (EIN), or Individual Taxpayer Identification Number (ITIN).
3. Change of Supplier Name.

Please complete the applicable sections below.

Section 1:

CHANGE FROM: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

CHANGE TO: Remittance Address		
***Address Line 1:**		
Address Line 2:		
***City**	***State**	***Zip (9 digit)**
***County**		

NOTE: If you would like to receive your payments electronically, please complete the Supplier Electronic Payment Form

Section 2:

* **CHANGE FROM: SSN, or EIN, or ITIN**	* **CHANGE TO: SSN, or EIN, or ITIN**
(PRESS THE TAB KEY TO ENTER EACH NUMBER)	(PRESS THE TAB KEY TO ENTER EACH NUMBER)

Section 3:

CHANGE FROM: Supplier Name	**CHANGE TO: Supplier Name**
***Legal Name:**	***Legal Name:**
Business Name/DBA/Disregarded Entity Name, if different from Legal Name:	**Business Name/DBA/Disregarded Entity Name, if different from Legal Name:**

***Printed Name:**		***Printed Title:**	
***Authorized U.S. Signature:**		* **Date:**	

Please return completed form to the State Agency from which you are requesting payment.

Instructions

*** Denotes a required field on the form.**

1. *Check the appropriate box at the top of the form:

   - New Add Request - Supplier would like to begin receiving payments via ACH.
   - Change/Update Existing Account - Supplier's account number, routing number, or remittance email address has changed.
   - Inactivate Existing Account - Supplier no longer wants to receive payments via ACH.

2. *Enter the supplier's Tax Identification Number or Social Security Number.

3. *Enter the Payee Name - The name of the person or business receiving payment.

4. *Enter the supplier's remittance address. The remittance address is the address printed on your invoice where payments should be sent.

5. *Enter the supplier's contact name, title, and phone number.

6. *Enter the supplier's financial information:

   - Financial Institution Name - Name of the financial institution.
   - Name on Account - The account owner's name.
   - Routing Number - Nine-digit number identifying the financial institution.
   - Account Number - The bank account number where the funds should be deposited.
   - Account Type - Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices should be sent.

7. *For a **new add request only**, provide the following:

   - North Carolina Agency Name - The state agency the supplier is doing business with.
   - North Carolina Agency Contact Name - The supplier's contact person name at the state agency.
   - North Carolina Agency Contact Email Address - The contact person's email address at the state agency.
   - North Carolina Agency Contact Phone Number - The contact person's phone number at the state agency.

   NOTE: New add requests MUST include contact information for the state agency with which you are doing business.

8. Prior Financial Information - this is required if the supplier's bank account, routing number, or remittance email address has changed.

   - Financial Institution Name - Name of the prior financial institution.
   - Name on Account - The account owner's name.
   - Routing Number - Nine-digit number identifying the prior financial institution.
   - Account Number- The bank account number where the funds were being deposited.
   - Account Type - Is this a checking or savings account? Check the appropriate box.
   - Remit E-mail address - Enter the email address to which the remittance advices were being sent.

9. *Review all the information in the 3 attestation boxes located above the signature area. All 3 boxes must be checked - **otherwise the request will not be processed.**

10. *Print Name - Print the name of the authorized signee on the form.
    *Date - Date of signature.
    *Signature - The authorized signee's signature.
    *Phone Number - The authorized signee's phone number.

Return to:

OSC - NCFS Support | 1410 Mail Service Center | Raleigh, NC 27699-1410

OR FAX - 919.875.3804

Please allow up to 30 days for processing

NC Office of the State Controller Substitute W-9 Instructions

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Unique Entity Identifier or DUNS Number. Suppliers are requested to enter their Unique Entity ID number or DUNS Number created in SAM.gov, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. For individuals, enter the name of the person who will do business with the State of NC as it appears on the Social Security Card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names. Do not enter a DBA or Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address.**

7. Enter your **Remittance Address, if applicable.** A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name.**

9. Enter your **Business Phone Number.**

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:
1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2 - The United States or any of its agencies or instrumentalities
3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
5 - A corporation
6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7 - A futures commission merchant registered with the Commodity Futures Trading Commission
8 - A real estate investment trust
9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
10- A common trust fund operated by a bank under section 584(a)
11 - A financial institution
12 - A middleman known in the investment community as a nominee or custodian
13 - A trust exempt from tax under section 664 or described in section 4947.

NC Office of the State Controller Substitute W-9 Instructions

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for…	THEN the payment is exempt for…
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B - The United States or any of its agencies or instrumentalities
C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472- 1(c)(1)(i)
E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G - A real estate investment trust
H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I - A common trust fund as defined in section 584(a)
J - A bank as defined in section 581
K - A broker
L - A trust exempt from tax under section 664 or described in section 4947(a)(1)
M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (https://www.irs.gov/).

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF ACCEPTING THE GRANT AWARD BY THE PARKS AND RECREATION TRUST FUND HELENE RECOVERY FUND FOR SULLIVAN PARK

WHEREAS, the North Carolina Parks & Recreation Authority was allotted $4,158,875 in funds through the *Disaster Recovery Act* of 2025 for use in areas affected by Hurricane Helene.

WHEREAS, the City of Hendersonville is committed to providing its citizens and visitors with safe, accessible, and valuable parks and recreational infrastructure with the goal of providing the highest quality of life for its citizens.

WHEREAS, the City of Hendersonville wishes to pursue funding opportunities that would allow the City to repair and improve damaged recreational infrastructure at Sullivan Park to provide increased resiliency to future natural disaster and storms.

WHEREAS, the City's financial resources have limited the City's ability to restore all damaged infrastructure within our parks and green spaces network to pre-Helene conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City hereby endorses the application for the Parks and Recreation Trust Fund Helene Recovery Fund and, if awarded, provide dollar-for-dollar matching funds for the project, as well as staff assistance for the duration of the project; and
2. The City Manager is authorized to execute said application.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May, 2026.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

STATE OF NORTH CAROLINA GRANTEE'S FEDERAL TAX I.D.#_____

COUNTY OF WAKE

N.C. Parks and Recreation Trust Fund's Helene Recovery Fund Project Agreement

Grantee: City of Hendersonville

Grantee Address and Contact Information:
Blake Fulgham, Management Analyst
305 Williams St, Hendersonville, NC 28792
828-341-7080
bfulgham@hvlnc.gov

Grantee Fiscal Year End Date: June 30

Grant Award Date: March 27, 2026

Project Number: 2026-1170

Project Title: Sullivan Park

Period Covered by This Agreement: May 1, 2026 through April 30, 2029

Project Scope (Description of Project): Development includes Restroom, Utilities, Playground + PIP Surfacing, Sidewalk, and Contingency

Project Costs:	**Grant Award Amount:**	**$361,762**
	Local Government Match:	**$361,762**

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and the City of Hendersonville (hereinafter referred to as "Grantee") do hereby enter into this project agreement (the "Agreement"), effective as of the date of the last signature to this Agreement (the "Effective Date"), for the purpose of providing grant funding to the Grantee for public recreation purposes via either land acquisition, the construction of new public recreation facilities, or repair, renovation, improvement, or adaptation of existing public recreation facilities in North Carolina to assist with disaster recovery from Hurricane Helene. The Parties agree to comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund ("PARTF") statute (N.C.G.S. 143B-135.56) and administrative rules (07 NCAC 13K), N.C. Session Law 2025-26 authorizing appropriations and outlining requirements of PARTF's Hurricane Helene Recovery Fund grant program ("HRF") and funding, and the HRF grant application and grant manual, which are hereby incorporated by reference into this Agreement and which are on file with the North Carolina Division of Parks and Recreation.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this Agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

Section I. Eligible Project Costs, Fiscal Management, and Recordkeeping

1. The grant amount must be matched on the basis of at least one dollar of funding provided by the Grantee for every one dollar of funding provided by the State. To be eligible, project costs must be incurred during the period covered by this Agreement, be documented in the grant application, described in the project scope of this Agreement, and initiated and/or undertaken after execution of this Agreement by the Grantee and the Department. The Department shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined on page 1 of this Agreement.

2. HRF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on HRF acquired land within five (5) years of the Effective Date of this Agreement in order to allow general public access and use.

3. Payment shall be made in accordance with this Agreement, the Scope of Work (Attachment B), and PARTF and HRF statutes and rules. Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this Agreement. Invoices may be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures and request for reimbursement, must be received by the Department for approval prior to or at the time of the close-out inspection. Accounting records should be based on generally accepted local government accounting standards and principles. All accounting records and supporting documents will clearly show the Project Number and Project Title to which they are applicable.

4. Records created or obtained under this Agreement shall not be destroyed, purged or disposed of without the express written consent of the Department. State basic records retention policy requires all grant records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

5. The State Auditor, DNCR Internal Auditors, the joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized State entity shall have access to persons and records as such access is required under North Carolina law (including but not limited to N.C.G.S. §§ 143-49 & 147-64.7). Additionally, as the State funding authority, the Department shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

6. The Grantee agrees to refund to the Department, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Department on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Agreement shall revert back to the Department to be deposited into HRF for distribution by the PARTF Authority.

7. The Grantee shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the State funds are provided, including funds from insurance policies in effect and available federal aid. State funds paid under N.C. Session Law 2025-26 are declared to be excess over funds received by a recipient from the settlement of a claim for loss or damage covered under the recipient's applicable insurance policy in effect or federal aid. If the Grantee obtains alternative funds, the recipient shall remit the funds to the Department. The Grantee is not required to remit any amount in excess of the grant award amount.

8. The Parties agree and understand that the payment of the sums specified in this Agreement is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Department.

Section II. Project Execution

1. The Grantee may not deviate from the Scope of Work outlined in Attachment B without the prior written approval of the Department. When the Grantee seeks to change an element of the project, including, but not limited to, the project scope, a revised estimate of costs, a deletion or additions of project deliverables, or an extension of the Agreement period, the Grantee must submit in writing a request to the Department for approval.

2. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit a Department-provided inspection report to the Department.

3. The Grantee shall not subgrant any of the work contemplated under this Agreement without prior written approval from the Department. The Department shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Agreement and to provide all information to allow the Grantee to comply with these standards.

4. The Grantee shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department.

5. In the event the Grantee subcontracts for any or all of the services covered by this Agreement:
    a. The Grantee is not relieved of any of the duties and responsibilities provided in this Agreement;
    b. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to abide by the standards contained in this Agreement or to provide such information as to allow the Grantee to comply with these standards; and
    c. The Grantee's contract with the subcontractor must provide that the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

6. The Grantee agrees to comply with all applicable reporting requirements for grant recipients at the designated reporting level as outlined in 09 NCAC 03M .0205, including providing a certification that State financial assistance received was used for the purposes for which it was awarded.

7. The Grantee agrees land acquired with HRF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without the prior written approval of the Department. The Grantee agrees to maintain and manage HRF-assisted development/renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.

8. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.

9. The Grantee agrees to place utility lines developed with HRF assistance underground.

10. The Grantee shall, in the landscaping of all HRF-funded projects, only use seeds and plants classified by the U.S. Department of Agriculture as native to the Southeastern United States, including cultivars and varieties thereof that were not bred to have reduced reproductive structures, with a strong preference for plants the U.S. Department of Agriculture has classified as native to North Carolina. The "Southeastern United States" shall be defined as the states of Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, and the following counties in Florida: Bay Calhoun, Escambia, Gulf, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. The following non-native plants shall be exempted from this requirement:
    a. Non-native plants incorporated as part of a HRF-funded project that are already existing at the time that the grant is approved;
    b. Non-native turf grass; and
    c. Non-native seeds and plants where the primary purpose is:
        i. crop cultivation;
        i. scientific research;

ii. botanical or historical gardens; or
iii. plantings for wildlife.

d. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may terminate this Agreement at any time prior to the expenditure of funds by the State on the project described in this Agreement by providing written notice to the Department.

2. Termination by Mutual Consent: The Parties may terminate this Agreement by mutual consent with sixty (60) days' written notice to the other Party, or as otherwise provided by law.

3. Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Agreement in a timely and proper manner, the Department shall have the right to terminate this Agreement by giving written notice to the Grantee and specifying the effective date thereof.

   In addition, in the event of default by the Grantee under this Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

   Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

4. Effect of Termination:
   a. In the event the Contract is terminated by either party, the Grantee will be paid for work that is satisfactorily completed under the terms of this Contract, as determined by the Department and under the terms herein, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of the Grantee's breach of this Agreement, and the Department may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from such breach can be determined.
   b. The Grantee will not incur new obligations for the terminated portion of the Contract and will cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Department or providing the Department with the same if the Grantee is terminating the Contract. Costs incurred after receipt or provision of termination notice will be disallowed.
   c. The Grantee shall not be relieved of any liability owed to the Department because of any breach of the Contract by the Subgrantee. The Department may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact

amount of damages due the Department from the Subgrantee is determined.

5. A failure of either party to insist upon strict enforcement of any term or provision or to exercise any right, option, or remedy of this Agreement, or to require, at any time, performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by the other, approving party.

6. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Section IV. General Terms

1. This Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment A).

2. The Grantee must ensure that grant funds dispersed under this Agreement are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 “Audits of States, Local Governments, and Nonprofit Organizations” as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

3. The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Contract. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules, N.C. Session Law 2025-26, and this Agreement may result in the Department declaring the Grantee ineligible for further participation in future PARTF or HRF grant cycles, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

4. No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Department, the Department may:
    a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
    b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Department to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Agreement obligations.

5. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that

the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and Grantee that any such person or entity, other than the Department or the Grantee, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

6. To the extent allowed by law, the Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.

7. All notices permitted or required to be given by one party to the other and all questions about the Agreement from one party to the other shall be addressed and delivered to the other party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either party may change the post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other party within thirty (30) calendar days of such change. The Grantee shall not substitute key personnel assigned to the performance of this Agreement, as outlined below, without prior written approval by the Department's Contract Administrator.

Department Contract Administrator	**Grantee Contract Administrator**
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Vonda Martin, Manager of Grants and Outreach 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-93338 Email: Vonda.Martin@ncparks.gov	City of Hendersonville Blake Fulgham Management Analyst 305 Williams St Hendersonville, NC 28792 828-341-7080 bfulgham@hvlnc.gov

8. The Grantee agrees to comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to this Agreement and the conduct of its normal operations, including, but not limited to, purchasing, construction, land acquisition, fiscal management, equal employment opportunity, accessibility, and the environment.

9. The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements

concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

10. In accordance with Executive Order 24 (signed October 18, 2017), the Grantee agrees not to discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression in the use of any property or facility acquired or developed pursuant to this Agreement.

11. Grantees shall have on file with the Department a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the Department may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and/ or 14-234. [N.C.G.S. 143C-6-23(b)(2007)]. Grantee shall at all times comply with the Grantee's conflict of interest policy.

12. The Grantee is and shall be wholly responsible for the performance of this Contract, and as such, shall be wholly responsible for the work to be performed and for the supervision of its employees in the performance of this Contract. The Grantee's performance of this Contract does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State.

13. The Grantee certifies that it:
    a. Has neither used nor will use any appropriated funds for payment to lobbyists;
    b. Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
    c. Will file quarterly updates about the use of lobbyists if material changes occur in their use.

14. Under N.C.G.S. §133-32 and Executive Order 24, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:

    a. have a contract with a government agency; or
    b. have performed under such a contract within the past year; or
    c. anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract. By execution of any response in this Agreement, Grantee attests, for Grantee's entire organization and its employees or agents, that Grantee is not aware that any such gift has been offered, accepted, or promised by any of Grantee's employees.

15. Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date.

16. This Agreement may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Department and duly executed by an authorized representative of the Department and the Grantee.

17. If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

18. If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

19. Travel expenses shall not be reimbursed in the performance of this Agreement. If travel is necessary in the performance of this Agreement, it shall be included in the approved project budget and narrative.

20. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.

21. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES FOLLOWS]

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

In witness whereof, the Department and the Grantee have executed this Agreement in duplicate originals, one of which is retained by each of the parties.

Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official
Date	

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20___, _____

personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)



Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

North Carolina Department of Natural and Cultural Resources
Pamela B. Cashwell, Secretary

By:	**Director, NC Parks & Recreation**	
Department Head or Authorized Agent for Secretary Cashwell	Title	Date

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

Attachment A

Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are two reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

(1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than one million dollars ($1,000,000) within its fiscal year.

(2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than one million dollars ($1,000,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

(1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.

(2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

(3) All grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.

(4) Level II grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Department in the format and method specified by the Department no later than three (3) months following the end of the Grantee's fiscal year. Audits must be provided to the Department no later than nine (9) months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Department in making and submitting reports to the Department.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Agreement shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Agreement shall not be charged to State awards.

Notwithstanding the provisions of this Agreement, a grantee may satisfy the reporting requirements of this Agreement by submitting a copy of the report required under federal law with respect to the same funds.

Division of Parks and Recreation

North Carolina Department of Natural and Cultural Resources

Attachment B

Scope of Work

North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Helene Recovery Fund Grant Program

Grantee: City of Hendersonville

Title of Project: Sullivan Park

Project Number: 2026-1170

Contract Number: 2026-1170

Amount of Grant: $361,762

Amount of Match: $361,762

Contact Person for Project: Blake Fulgham

Title: Management Analyst

Address: 305 Williams St, Hendersonville, NC 28792

Telephone: 828-341-7080

Contact email address: bfulgham@hvlnc.gov

Scope of Project: Development includes Restroom, Utilities, Playground + PIP Surfacing, Sidewalk, and Contingency

Length of Project: May 1, 2026 through April 30, 2029 (36 months)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The City of Hendersonville's grant application and support documentation are, by reference, part of the Agreement. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the Agreement.

North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Josh Stein
Secretary Pamela B. Cashwell

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

May 1, 2026

MEMORANDUM

TO: Lillian Heaton lillian.heaton@ncparks.gov
Division of Parks and Recreation
N.C. Department of Natural and Cultural Resources

FROM: Ramona M. Bartos, Deputy RMB for Ramona M. Bartos
State Historic Preservation Officer

SUBJECT: Redevelop restroom and playground, Sullivan Park, 712 Martin Circle, Hendersonville, Henderson County, GS 26-1750

Thank you for your email of April 16, 2026, concerning the above project.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we are not requiring any archaeological or architectural survey and have no comment on the project as proposed.

These comments are made in accord with G.S. 121-12(a). If you have any questions regarding these comments, please contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or environmental.review@dncr.nc.gov. In all future communication concerning this project, please cite the above-referenced tracking number.

cc: Blake Fulgham, City of Henderson bfulgham@hvlnc.gov

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Matthew Manley

MEETING DATE: May 13, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Certificate of Sufficiency – 552 Clear Creek Rd (Carolina Village) | 26-24-ANX – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Tom Jones of WGLA & Kevin Parries of Carolina Village and set June 4th, 2026, as the date for public hearing.

SUMMARY: *File # 26-24-ANX*

The City of Hendersonville has received a petition from Tom Jones of WGLA & Kevin Parries of Carolina Village for contiguous annexation of PIN 9579-08-2767, a 2.04 acre parcel abutting the Carolina Village campus. Please refer to the attached maps for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

PROJECT/PETITIONER NUMBER:	• 26-24-ANX
PETITIONER NAME:	• Tom Jones, WGLA • Kevin Parries, Carolina Village
ATTACHMENTS:	1. Certificate of Sufficiency 2. Resolution Setting Public Hearing 3. Annexation Plat 4. Typed Legal Description 5. GIS Map 6. Deed 7. Annexation Application

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation
Petitioners: Carolina Village
File No. 26-24-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:
I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

1. A petition has been received for contiguous annexation of property consisting of +/- 2.04 acres abutting the campus of Carolina Village in Hendersonville, NC, being tax parcel PIN 9579-08-2767, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."

2. An investigation has been completed as required by N.C.G.S. § 160A-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

1. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein.
2. The Petition was prepared in substantially the form prescribed by 160A-31(b).
3. The area described in the petition is contiguous to the City of Hendersonville's primary corporate limits, as defined by N.C.G.S. 160A-31(f).
4. The area for annexation meets all other requirements defined in NC 160A-31 regarding the character of the area to be annexed.

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the _____ day of _____, 2026.

(City Seal)

_____
Jill Murray, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Being all of that real property consisting of PIN 9579-08-2767 described in the plat recorded in Book ____-____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9579-08-2767 being described by metes and bounds as follows:

Being the property describe in book of record 4404, page 220.
Beginning at an existing 3/4" axle at the northwestern corner of book of record 4404, page 220;
Thence N 57°34'03" E a distance of 212.95' to an existing bent 3/4" iron pipe at the northeastern corner of said book of record;
Thence S 49°40'27" E a distance of 437.08' to an existing 3/4" iron pipe at the southeastern corner of said book of record;
Thence S 57°21'06" W a distance of 212.93' to an existing 1" axle at the southwestern corner of said book of record; also, in the northeastern line of lot 25 country acres, plat cabinet "c", slide 285a.
Thence N 49°14'23" W a distance of 86.45' to an existing 3/4" iron pipe at the common corner of lot 25 and lot 26 country acres;
Thence N 49°36'56" W a distance of 51.98' to an existing #4 rebar in the northeastern line of lot 26 country acres;
Thence N 49°37'56" W a distance of 73.18' to an existing 1" axle at the common corner of lot 26 and lot 27 country acres;
Thence N 49°52'52" W a distance of 19.87' to an existing capped rebar at the common corner of deed book 1689, page 461 and book of record 4174, page 144;
Thence W 49°40'51" W a distance of 110.01' to an existing 1" axle at the common corner of lot 27 and lot 28, country acres;
Thence N 49°56'52" W a distance of 96.37' to an existing 3/4" axle;
Which is the point of beginning, having an area of 88,822.1 square feet, 2.04 acres

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Hendersonville, North Carolina that:

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. June 4th, 2026, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

Being all of that real property consisting of PIN 9579-08-2767 described in the plat recorded in Book ____ - ___ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9579-08-2767 being described by metes and bounds as follows:

Being the property describe in book of record 4404, page 220.
Beginning at an existing 3/4" axle at the northwestern corner of book of record 4404, page 220;
Thence N 57°34'03" E a distance of 212.95' to an existing bent 3/4" iron pipe at the northeastern corner of said book of record;
Thence S 49°40'27" E a distance of 437.08' to an existing 3/4" iron pipe at the southeastern corner of said book of record;
Thence S 57°21'06" W a distance of 212.93' to an existing 1" axle at the southwestern corner of said book of record; also, in the northeastern line of lot 25 country acres, plat cabinet "c", slide 285a.
Thence N 49°14'23" W a distance of 86.45' to an existing 3/4" iron pipe at the common corner of lot 25 and lot 26 country acres;
Thence N 49°36'56" W a distance of 51.98' to an existing #4 rebar in the northeastern line of lot 26 country acres;
Thence N 49°37'56" W a distance of 73.18' to an existing 1" axle at the common corner of lot 26 and lot 27 country acres;
Thence N 49°52'52" W a distance of 19.87' to an existing capped rebar at the common corner of deed book 1689, page 461 and book of record 4174, page 144;
Thence W 49°40'51" W a distance of 110.01' to an existing 1" axle at the common corner of lot 27 and lot 28, country acres;
Thence N 49°56'52" W a distance of 96.37' to an existing 3/4" axle;
Which is the point of beginning, having an area of 88,822.1 square feet, 2.04 acres

Re: Petition for Contiguous Annexation
Petitioners: Carolina Village
File No. 26-24-ANX

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

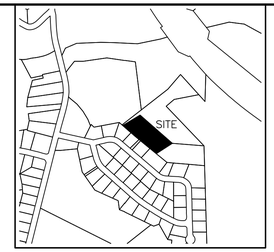
ANNEXATION PLAT
TAX PIN: 9579-08-2767
FOR
THE CITY OF HENDERSONVILLE

SHOWING TRACT FOR ANNEXATION
BOOK OF RECORD 4404, PAGE 220

HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 30'
APRIL XXth, 2026

PRELIMINARY



PLAT NORTH
SLIDE 11014

PRIVATE
30' RIGHT OF WAY
SLIDE 16860
SLIDE 16861

CAROLINA VILLAGE, INC.
D.B. 1101, PG. 286
SLIDE 11014
SLIDE 11619

PRIVATE 15' GRAVEL DRIVE
FOR ACCESS BY OTHERS
D.B. 1004, PG. 113

DEED LINE (TYPICAL)

EXISTING BENT
3/4" IRON PIPE

UP TRANS UG

EXISTING
1 1/4" IRON PIPE

EXISTING CAPPED REBAR STANDING
N 44°56'44"W 9.47'
FROM EXISTING
3/4" AXLE

EXISTING CITY LIMITS

TIE LINE
N 48°56'23"W 75.41'

N 57°34'03"E 212.95'

GRAVEL DRIVE

HVAC

ONE STORY
BRICK DWELLING
WITH BASEMENT

SCREENED PORCH

229.11'

EXISTING
T-POST
0.29' SOUTHWEST OF LINE
AT 105.66'

CORNER OF SHED
ENCROACHES

SHED

BUILDING

BUILDING

COOP

POOL

FENCE

CAROLINA VILLAGE, INC.
D.B. 1025, PG. 554
D.B. 1004, PG. 113
SLIDE 11014
SLIDE 11619

EXISTING
T-POST
0.99' NORTHEAST OF LINE
AT 185.60'

S 49°40'27"E
EXISTING CITY LIMITS
437.08'

EXISTING
#4 REBAR
ONLINE

207.97'

EXISTING
3/4" IRON PIPE

S 57°21'06"W 212.93'
EXISTING CITY LIMITS

CAROLINA VILLAGE, INC.
D.B. 1565, PG. 348
SLIDE 11014

29
ERIC J. WARREN
B.O.R. 3094, PG. 657
P.C. "C", SLIDE 285A

EXISTING
3/4" AXLE

28
JENNIFER K. CANNARIATO
B.O.R. 3357, PG. 262
P.C. "C", SLIDE 285A

N 49°56'52"W 96.37'
PROPOSED CITY LIMITS

EXISTING
1" AXLE

SEE NOTE 5
N 49°40'51"W 110.01'
PROPOSED CITY LIMITS

2.04 ACRES

27
DAVID WILDE
B.O.R. 4174, PG. 144
P.C. "C", SLIDE 285A

PROPOSED CITY LIMITS
N 49°52'52"W
19.87'

EXISTING
1" AXLE

HERBERT B. ABENDROTH
D.B. 1669, PG. 461
P.C. "C", SLIDE 285A

N 49°37'56"W 73.18'
PROPOSED CITY LIMITS

EXISTING
#4 REBAR

N 49°33'56"W 51.98'
PROPOSED CITY LIMITS

26
HERBERT B. ABENDROTH
D.B. 1669, PG. 515
P.C. "C", SLIDE 285A

EXISTING
3/4" IRON PIPE

SEE NOTE 5
N 49°14'23"W 86.45'
PROPOSED CITY LIMITS

EXISTING
1" AXLE

25

EXISTING CITY LIMITS
TIE LINE
S 49°52'52"E 146.57'

KRISTINE A. LIND
D.B. 1063, PG. 385
P.C. "C", SLIDE 285A

24

EXISTING
3/4" IRON PIPE

EXISTING CITY LIMITS

23
K.A. LIND
D.B. 1210, PG. 599
P.C. "C", SLIDE 285A

ZONING INFORMATION

-ZONING BY CITY OF HENDERSONVILLE: R-15

-MINIMUM LOT AREA: 15000
-LOT AREA PER DWELLING UNIT: 15000 FOR THE FIRST; 7500 SQUARE FEET FOR ONE ADDITIONAL DWELLING UNIT IN ONE (1) BUILDING.
-MINIMUM LOT WIDTH AT BUILDING LINE IN FEET: 85
-MINIMUM YARD REQUIREMENTS IN FEET:
FRONT- 30
SIDE- 10
REAR- 15
-MAXIMUM BUILDING HEIGHT IN FEET: 35

FLOOD ZONE INFORMATION

-SUBJECT PARCEL IS WITHIN FLOOD ZONE "X" PER F.I.R.M. 3700957900J, EFFECTIVE DATE 10/02/2008.

This plat represents the area being annexed to the City of Hendersonville, NC pursuant to NCGS 160A-31, by Ordinance duly adopted (Annexation Ordinance XXX-XX).

This the XXth day of April, 2026

_____
Jill Murray, City Clerk

State of North Carolina
County of Henderson

I, _____, Review Officer of Henderson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

_____
Review Officer

State of North Carolina, County of Henderson

This instrument was prepared for registration and recorded in the Office of Register of Deeds in the State and County designated; at Plat Slide _____, this _____ day of _____ 2026.
At _____ O'clock _____.

_____
BY:

I, DAVID H. HILL, Professional Land Surveyor, certify that this survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.
G.S. 47-30, F11-D
This the XXth day of APRIL, 2026.

_____
Professional Surveyor NCPLS 3863

I, DAVID H. HILL, certify that this plat was drawn from an actual survey made under my supervision (deed description recorded in Book SEE, page REFERENCES; that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page SHOWN; that the ratio of precision as calculated is 1: 10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this XXth day of APRIL, A.D., 2026.

_____
David H. Hill, NCPLS L-3863

Annexation Boundary Description

BEGINNING AT AN EXISTING 3/4" AXLE AT THE NORTHWESTERN CORNER OF BOOK OF RECORD 4404, PAGE 220;
THENCE N 57°34'03" E A DISTANCE OF 212.95' TO AN EXISTING BENT 3/4" IRON PIPE AT THE NORTHEASTERN CORNER OF SAID BOOK OF RECORD;
THENCE S 49°40'27" E A DISTANCE OF 437.08' TO AN EXISTING 3/4" IRON PIPE AT THE SOUTHEASTERN CORNER OF SAID BOOK OF RECORD;
THENCE S 57°21'06" W A DISTANCE OF 212.93' TO AN EXISTING 1" AXLE AT THE SOUTHWESTERN CORNER OF SAID BOOK OF RECORD; ALSO, IN THE NORTHEASTERN LINE OF LOT 25 COUNTRY ACRES, PLAT CABINET "C", SLIDE 285A.
THENCE N 49°14'23" W A DISTANCE OF 86.45' TO AN EXISTING 3/4" IRON PIPE AT THE COMMON CORNER OF LOT 25 AND LOT 26 COUNTRY ACRES;
THENCE N 49°36'56" W A DISTANCE OF 51.98' TO AN EXISTING #4 REBAR IN THENORTHEASTERN LINE OF LOT 26 COUNTRY ACRES;
THENCE N 49°37'56" W A DISTANCE OF 73.18' TO AN EXISTING 1" AXLE AT THE COMMON CORNER OF LOT 26 AND LOT 27 COUNTRY ACRES;
THENCE N 49°52'52" W A DISTANCE OF 19.87' TO AN EXISTING CAPPED REBAR AT THE COMMON CORNER OF DEED BOOK 1689, PAGE 461 AND BOOK OF RECORD 4174, PAGE 144;
THENCE N 49°40'51" W A DISTANCE OF 110.01' TO AN EXISTING 1" AXLE AT THE COMMON CORNER OF LOT 27 AND LOT 28, COUNTRY ACRES;
THENCE N 49°56'52" W A DISTANCE OF 96.37' TO AN EXISTING 3/4" AXLE;
WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF 88822.1 SQUARE FEET, 2.04 ACRES

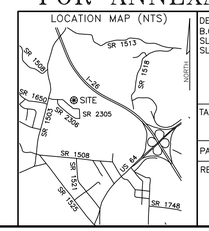
NOTES:
1- AREAS BY COORDINATE COMPUTATION.
2- ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
3- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
4- THE PROPERTY SHOWN IS WITHIN AN AREA ZONED R-15 BY CITY OF HENDERSONVILLE.
SETBACKS:
FRONT- 15' (FROM RIGHT OF WAY)
SIDE- 15'
REAR- 15'
5- SOUTHWESTERN LINE OF SUBJECT PARCEL IS A STRAIGHT LINE FROM POINT "A" TO POINT "B". NORTHEASTERN LINE OF PLAT CABINET "C", SLIDE 285A IS A STRAIGHT LINE FROM POINT "C" TO POINT "D". MONUMENTATION FOUND FOR LOTS 23 - 29 ARE NOT ALL ONLINE ALONG NORTHERN LINE PLAT CABINET "C", SLIDE 285A AND MONUMENTATION FOR LOTS 25 - 28 ARE NORTHEAST OF SOUTHWESTERN LINE OF SUBJECT PARCEL AND THE MOST SOUTHERN CORNER, POINT "A", AND THE MOST WESTERN CORNER, POINT "B", ARE NORTHEAST OF THE NORTHEASTERN LINE OF PLAT CABINET "C", SLIDE 285A.
6- THE CURRENT OWNER OF RECORD IS CAROLINA VILLAGE, INC..

LEGEND
⊕ MONUMENT FOUND AS NOTED
○ MONUMENT SET AS NOTED
◎ POINT NOT STAKED
P-PED - PHONE PEDESTAL
UP - UTILITY POLE
PHP - PHONE POLE
TRANS - TRANSFORMER
TV-PED - CABLE TV PEDESTAL
WM - WATER METER
WV - WATER VALVE

2.04 ACRES (TOTAL)
FOR ANNEXATION

30 0 30 60 90
GRAPHIC SCALE - FEET

LOCATION MAP (NTS)



DEED REFERENCES:
B.O.R. 4404, PG. 220
SLIDE 16860
SLIDE 16861

TAX REFERENCES:
9579-08-2767

PARTY CHIEF: CM

REVISIONS:

SURVEY BY
HILL AND ASSOCIATES
SURVEYORS, P.A.
LICENSE NUMBER: C-1991

DAVID H. HILL
N.C.P.L.S. 3863

403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NORTH CAROLINA 28726
(828) 693-1409

CHECKED BY: DHH	DRAWING: 2516112ANNEX
DRAWN BY: DHH	FILE: 25161
DATE: APRIL XXth, 2026	

BEING THE PROPERTY DESCRIBE IN BOOK OF RECORD 4404, PAGE 220.

BEGINNING AT AN EXISTING 3/4" AXLE AT THE NORRTHWESTERN CORNER OF BOOK OF RECORD 4404, PAGE 220;

THENCE N 57°34'03" E A DISTANCE OF 212.95' TO AN EXISTING BENT 3/4" IRON PIPE AT THE NORTHEASTERN CORNER OF SAID BOOK OF RECORD;

THENCE S 49°40'27" E A DISTANCE OF 437.08' TO AN EXISTING 3/4" IRON PIPE AT THE SOUTHEASTERN CORNER OF SAID BOOK OF RECORD;

THENCE S 57°21'06" W A DISTANCE OF 212.93' TO AN EXISTING 1" AXLE AT THE SOUTHWESTERN CORNER OF SAID BOOK OF RECORD; ALSO, IN THE NORTHEASTERN LINE OF LOT 25 COUNTRY ACRES, PLAT CABINET "C", SLIDE 285A.

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THENCE N 49°52'52" W A DISTANCE OF 19.87' TO AN EXISTING CAPPED REBAR AT THE COMMON CORNER OF DEED BOOK 1689, PAGE 461 AND BOOK OF RECORD 4174, PAGE 144;

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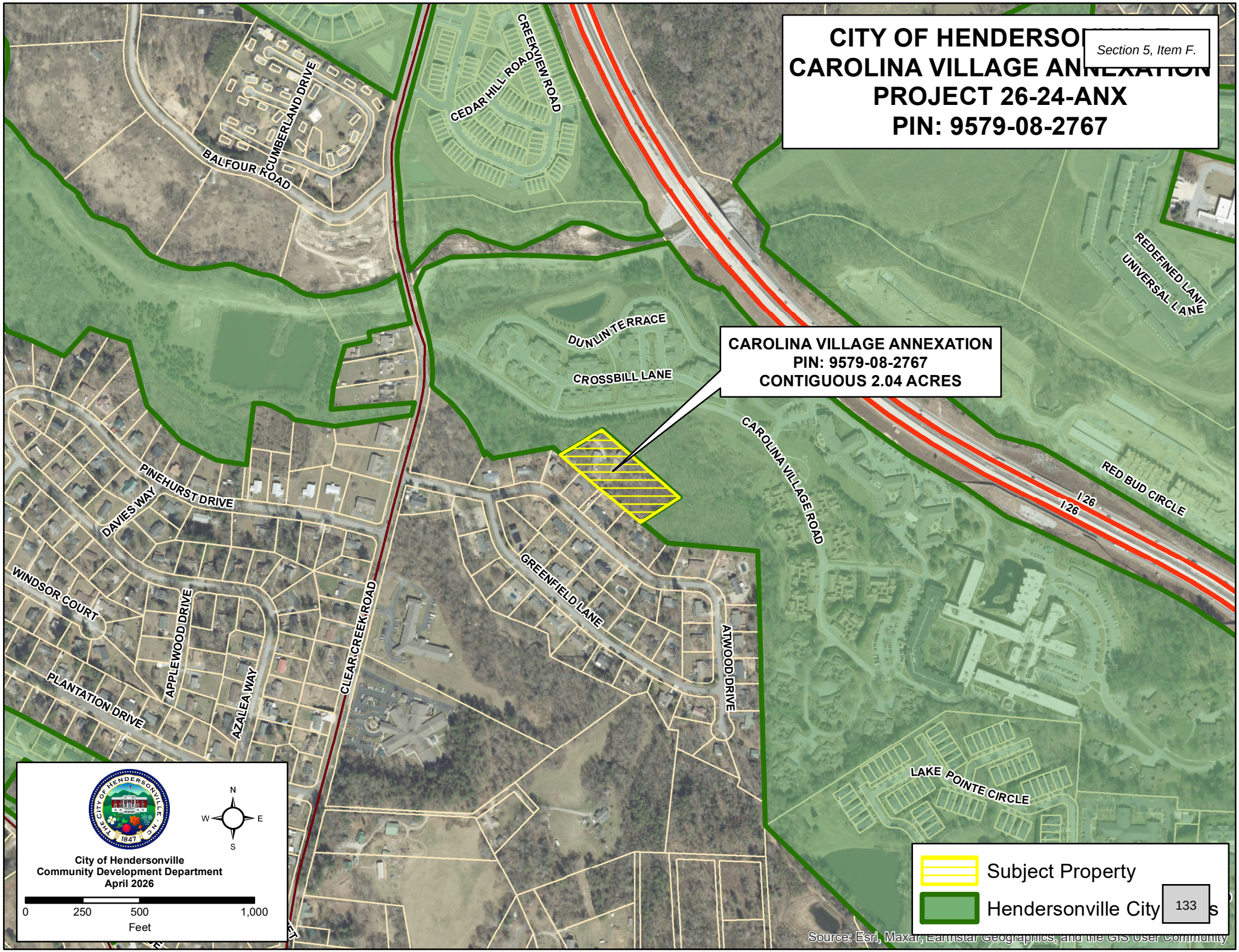
HAVING AN AREA OF 88822.1 SQUARE FEET, 2.04 ACRES


CITY OF HENDERSONVILLE
CAROLINA VILLAGE ANNEXATION
PROJECT 26-24-ANX
PIN: 9579-08-2767
CAROLINA VILLAGE ANNEXATION
PIN: 9579-08-2767
CONTIGUOUS 2.04 ACRES
CUMBERLAND DRIVE
BALFOUR ROAD
CEDAR HILL ROAD
CREEKVIEW ROAD
DUNLIN TERRACE
CROSSBILL LANE
REDEFINED LANE
UNIVERSAL LANE
CAROLINA VILLAGE ROAD
RED BUD CIRCLE
I-26
I-26
PINEHURST DRIVE
DAVIES WAY
WINDSOR COURT
APPLEWOOD DRIVE
AZALEA WAY
PLANTATION DRIVE
CLEAR CREEK ROAD
GREENFIELD LANE
ATWOOD DRIVE
LAKE POINTE CIRCLE
N
W
E
S
City of Hendersonville
Community Development Department
April 2026
0
250
500
1,000
Feet
Subject Property
Hendersonville City Limits
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

BOOK 4404 PAGE 220 (3)

1001045311

This document presented and filed:
03/02/2026 04:45:26 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: $750.00

PREPARED BY EDWARD L. HARRELSON
RETURN TO: PRINCE, MASSAGEE & ALEXANDER, PLLC
240 3RD AVE. WEST
HENDERSONVILLE, N.C. 28739
Stamps: $750.00
Tax Parcel No.: 110498
(NO TITLE EXAMINATION PERFORMED BY PREPARER.)
This instrument was prepared by Edward L. Harrelson, a North Carolina licensed attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

STATE OF NORTH CAROLINA **GENERAL WARRANTY DEED**
COUNTY OF HENDERSON

THIS DEED, made this the 24 day of February, 2026, by and between:

LARRY DWAYNE HOLBERT and wife, SUSAN A. HOLBERT, hereinafter called Grantor, whose address is: 400 Little Cove Creek Dr., Saluda, NC 28773 and

CAROLINA VILLAGE, INC., hereinafter called Grantee, whose address is: 600 Carolina Village Rd., Ste. Z, Hendersonville, NC 28792.

W I T N E S S E T H:

WHEREAS, the property herein granted was acquired by Larry Dwayne Holbert and wife, Susan A. Holbert by deed from L. C. Metcalf (single) dated April 29, 2016 and recorded at Deed Book 1660 at Page 400 of the Henderson County Registry; and

WHEREAS, the Grantor □ has / □ has not utilized the property as his/her primary residence; and

WHEREAS, the Grantor now desires to sell and convey the herein described property;

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to him paid by Grantee, receipt of which is hereby acknowledged, does give, grant, bargain, sell and convey unto Grantee, their heirs and assigns, in fee simple, the following described property located in Hendersonville Township, Henderson County, North Carolina:

See the attached Exhibit A, incorporated herein by reference as if set out in full for a complete legal description.

TO HAVE AND TO HOLD the above described premises, with all privileges and appurtenances thereunto appertaining unto Grantee, their heirs and/or successors and assigns, in fee simple.

Grantor covenants with Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions herein stated.

Subject to restrictions, easements, rights of way of record and for *ad valorem* taxes for the current year.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.

Larry Dwayne Holbert (Seal) Susan A Holbert (Seal)
LARRY DWAYNE HOLBERT SUSAN A. HOLBERT

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Sheila S Morris, a Notary Public, do hereby certify that Larry Dwayne Holbert and Susan A. Holbert, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the 24 day of February, 2026.

Sheila S Morris
Notary Public

My commission expires: 9-16-27.

SHEILA S MORRIS NOTARY PUBLIC HENDERSON COUNTY, NC

BEING all of that 2.04 acre tract depicted on plat of record at Plat Slide 16860 in the office of the Register of Deeds for Henderson County, North Carolina and also being more particularly described as follows:

> BEGINNING at an iron pipe standing south 49 deg. 19 min. 35 sec. east 10.32 feet from an iron pipe which marks the common corner of G.H. Gretz, W.S. Lockman and the Grantors herein and runs thence with the center of a drive north 57 deg. 51 min. east 212.40 feet to an iron pipe, thence, leaving said drive south 49 deg. 21 min. 53 sec. east 437 feet to an iron pipe; thence, south 59 deg. 49 min. 36 sec. east 212.68 feet to an iron pipe in the original line, thence, with the original line north 49 deg. 19 min. 35 sec. west 437 feet to the point of BEGINNING, containing 2.03 acres, more or less, and shown by map made by Jon H. Laughter, dated August 1972.

EXCEPTING and reserving the right to use the drive crossing the northwest boundary of the above described property as described in that deed recorded in Deed Book 499, Page 311 in the office of the Register of Deeds for Henderson County, North Carolina.

ALSO BEING all of that real property described in deed recorded in Deed Book 1578, Page 172 in the office of the Register of Deeds for Henderson County, North Carolina.

For use by Principal Authority / Para uso de la Autoridad Principal
Cloudpermit application number / Número de solicitud de Cloudpermit US-NC30720-P-2026-46
PIN / Número de rollo 9579082767
Application submitted to / Solicitud presentada a Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

Description of Subject Property
Address / Dirección 552 CLEAR CREEK RD
Municipality / Municipio Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte
PIN / Número de rollo 9579082767

Purpose of Application
Application type / Tipo de solicitud Annexation — Contiguous

Applicant		
Last name / Apellido Jones	First name / Nombre de pila Tom	Corporation or partnership / Corporación o sociedad
Street address / Dirección de la calle 724 5th Avenue West	Unit number / Número de unidad	Lot / Con.
Municipality / Municipio Hendersonville	State / Provincia NC	ZIP code / Código postal 28739
Other phone / Otro teléfono	Mobile phone / Teléfono móvil +1 8286877177	
Fax	Email / Correo electrónico [redacted]	

Property owner		
Last name / Apellido Parries	First name / Nombre de pila Kevin	Corporation or partnership / Corporación o sociedad Carolina Village
Street address / Dirección de la calle 600 Carolina Village Road	Unit number / Número de unidad Suite Z	Lot / Con.
Municipality / Municipio Hendersonville	State / Provincia NC	ZIP code / Código postal 28792
Other phone / Otro teléfono +1 8282436801	Mobile phone / Teléfono móvil +1 8282330611	
Fax	Email / Correo electrónico [redacted]	

Applicant-Company Information		
Applicant Name: Kevin Parries	Company Name: Carolina Village	Authorized Representative Title (if applicable) President & CEO

Property Owner-Company Information		
Property Owner Name: Kevin Parries	Company Name (if applicable, check corresponding box below) Carolina Village	Authorized Representative Title (if applicable) President & CEO

Declaration and Signatures

Applicant

I, Tom Jones (The Applicant), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Applicant is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Signature of the applicant acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 04/02/2026, 1:15:38 PM EDT by Tom Jones. / Firmado digitalmente el 2/4/26 13:15:38 EST por Tom Jones.

Property owner

I, Kevin Parries (The Property owner), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Property owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 04/02/2026, 1:27:17 PM EDT by Kevin Parries. / Firmado digitalmente el 2/4/26 13:27:17 EST por Kevin Parries.

Property Information

Property Address	Parcel Identification Number (PIN)

Does this property currently adjoin the present corporate City limits (not satellite limits)?	Is the property within the City's Extra Territorial Jurisdiction?	Are you declaring any site-specific vested right with respect to the properties subject to this petition as established under G.S. 160D-108.1?
☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No

Reason for Annexation:

In order for all of the contiguous Carolina Village property to fall under the same jurisdiction

Applicant (Developer) Company Information

Authorized Representative Name:	Company Name (if applicable, check corresponding box below)
Kevin Parries	Carolina Village

Company Type:

☑ Corporation: ☐ Limited Liability Company: ☐ Trust:

☐ Partnership: ☐ Other:

If other:

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)

President & CEO

Property Owner Company Information (if different from Applicant)

Authorized Representative Name:	Company Name (if applicable, check corresponding box below)
Kevin Parries	Carolina Village

Company Type:

☑ Corporation: ☐ Limited Liability Company: ☐ Trust:

☐ Partnership: ☐ Other:

If other:

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)

President & CEO

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan **MEETING DATE:** May 13, 2026

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Engineering

TITLE OF ITEM: Clear Creek Greenway - Contract Authorization – *Brendan Shanahan, City Engineer*

SUGGESTED MOTION(S):

I move City Council adopt the Resolution by the City of Hendersonville City Council Authorizing the Execution of an Agreement with the North Carolina Department of Transportation for the Construction Administration of the Clear Creek Greenway.

SUMMARY:

A resolution by the City of Hendersonville City Council Authorizing the Execution of an Agreement with the North Carolina Department of Transportation for the Construction Administration of the Clear Creek Greenway.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? Budget Impact is Detailed in the Budget Amendment Agenda Item

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

TIP Agreement with NCDOT

Resolution #__ ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION ADMINISTRATION OF THE CLEAR CREEK GREENWAY

WHEREAS, The NC Department of Transportation ("NCDOT") has programmed funds via the Transportation Improvement Program for the construction of the Clear Creek Greenway, being the project described in TIP #: BL-0008 (the "Project"); and

WHEREAS, the City previously approved and executed an agreement with NCDOT providing that the City received Surface Transportation Block Grant funding for the project; and

WHEREAS, NCDOT has agreed to administer the construction phase of the Project; and

WHEREAS, The City will pay NCDOT for construction administration an amount equal to 20 percent of the total Project cost, said total Project cost being $4,531,000.00, with the City's 20 percent cost share being $906,200.00; and

WHEREAS, the City Council desired to enter into an agreement with NCDOT providing that NCDOT will be responsible for the construction phase of the Project using Surface Transportation Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The TIP Agreement, bearing Agreement ID # 1000027835, for the Clear Creek Greenway Project, TIP #: BL-0008, is approved; and
2. The City Manager is authorized to execute the TIP Agreement, with such changes as he deems appropriate, provided they are consistent with the terms of this Resolution.
3. The City Manager is authorized to approve change orders which cumulatively do not exceed $90,620.00 (being 10% of the cost share under the TIP Agreement paid by the City), provided however that any necessary budget ordinance or project ordinance amendments must be brought back to the City Council for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ___day of _____ 20___.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murry, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

ACCOUNTS RECEIV
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000027835

AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 5/11/2026

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HENDERSONVILLE

PROJECT NUMBERS:

TIP #: BL-0008

WBS ELEMENTS: CON 49463.3.1

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): This Project consists of construction of the Clear Creek Greenway at SR 1508 (Balfour Road) to SR 1518 (Lakewood Road).

ESTIMATED COST OF THE PROJECT: $ 4,531,000.00
ESTIMATED COSTS TO OTHER PARTY: $ 906,200.00 (20%)
ESTIMATED COSTS TO DEPARTMENT: $ 3,624,800.00 (80%)

RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:
The City of Hendersonville is responsible for all costs that exceed total estimated cost.

PAYMENT TERMS: The City of Hendersonville will submit payment upon execution of agreement.

MAINTENANCE: City of Hendersonville

EFFECTIVE DATES OF AGREEMENT:
START: Upon Full Execution of this Agreement
END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the City of Hendersonville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Department** and the **Municipality** on July 19, 2021, entered into a certain Project Agreement for preliminary engineering work associated with TIP BL-0008, agreement number 9903, programmed under Project WBS: 49463.1.1; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for the following phases of project delivery: letting and construction, as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. CONSTRUCTION

i. The **Department** will be responsible for letting the Project to construction.

ii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Municipality** has acquired the needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

i. The **Municipality** shall be responsible for maintaining the greenway.

ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained within the **Department's** right of way in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.

iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

The **Municipality** has agreed to participate in Project costs as follows:

i. The estimated cost of the Project is $4,531,000.00. Both **Parties** understand that this is an estimated cost and is subject to change.

ii. The **Municipality** shall participate in 20% of Project Costs. The **Department** will participate in 80% of Project Costs. The **Municipality** is responsible for all costs that exceed the estimated costs.

iii. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the

Department and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

B. PAYMENT BY THE MUNICIPALITY

i. Based on the estimated cost of $4,531,000.00 the **Municipality** shall submit payment for $906,200.00 to the **Department's** Fiscal Section upon full execution of this Agreement in accordance with the attached "Remittance Guidance".

ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Municipality** of any additional down payment needed.

iii. Upon completion of the Project, if actual costs of the Project exceeds the amount of the down payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than $4,531,000.00, the **Department** will reimburse the **Municipality** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents

to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

CITY OF HENDERSONVILLE

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Remittance Address:

_____

_____

Finance Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

CITY OF HENDERSONVILLE

Attest:

By: _____

Title: _____

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Remittance Address:

_____

_____

Finance Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan **MEETING DATE:** May 13, 2026

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Engineering

TITLE OF ITEM: Clear Creek Greenway – RTP Grant Agreement Approval – *Brendan Shanahan, City Engineer*

SUGGESTED MOTION(S):

I move City Council approve the Resolution by the City of Hendersonville City Council Authorizing the Execution of a Grant Agreement with the North Carolina Department of Natural and Cultural Resources for Funding Towards Development of the Clear Creek Greenway.

SUMMARY:

A resolution by the City of Hendersonville City Council Approving and Ratifying the Execution of a Grant Agreement (ID # 56-6001242) with the North Carolina Department of Natural and Cultural Resources for $100,000 in funding toward the Clear Creek Greenway.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? Budget Impact is Detailed in the Budget Amendment Agenda Item

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Grant Agreement

Resolution #__ ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES FOR FUNDING TOWARDS DEVELOPMENT OF THE CLEAR CREEK GREENWAY

WHEREAS, The NC Department of Natural and Cultural Resources ("DNCR") has made funds available via the Recreational Trails Program ("RTP") for the construction of new recreational trails; and

WHEREAS, the City of Hendersonville has applied for and been awarded $100,000.00 from DNCR through the RTP for the development of the Clear Creek Greenway (the "Project"); and

WHEREAS, the City of Hendersonville desires to accept the grant funds, and authorize the execution of the grant agreement with DNCR;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The Agreement, bearing Grant Contract No. RTP2025-2137 with North Carolina DNCR for funding towards the development of the Clear Creek Greenway Project is approved; and
2. The City Manager is authorized to execute the agreement with DNCR, with such changes as he deems appropriate, provided they are consistent with the terms of this Resolution.
3. All actions of the City Manager, City Clerk, and other City Staff regarding Grant Contract No. RTP2025-2137 are hereby ratified and approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this ___day of _____ 20___.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murry, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

Docusign Envelope ID: 137E8753-E8C2-47C5-97C1-1B5E6887CA86

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE IDENTIFICATION NUMBER: 56-6001242

This Contract is hereby made and entered into this 27 day of March, 2026, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES,** (the "Agency") and the City of Hendersonville**,** (the "Grantee") (referred to collectively as the "Parties") for the Clear Creek Greenway **Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

1. **Contract Documents:** This Contract consists of the following documents, all of which are identified by name as:

Grant Contract No. RTP2025-2137

(1) Grant Contract
(2) Secretary Award Letter
(3) General Terms and Conditions
(4) Notice of Certain Reporting and Audit Requirements
(5) Federal Certification Regarding Drug-Free Workplace
(6) Federal Certification Regarding Lobbying
(7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
(8) Federal Assurances – Compliance Form
(9) Application Signature Page
(10) Insurance Requirement Notification Form
(11) Grant Administrative and Programmatic Conditions
(12) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable,* indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

3. **Contract Period:** This Contract shall be effective for a period of four (4) years from the date of the Secretary Award letter.

4. **Contract Procedures: Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:**

    a. **Complete Environmental Review and obtain & abide by any required permits;**

        i. **Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.**

b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;

i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.

c. Request reimbursement for eligible expenses at a minimum of every six (6) months;

d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;

i. Grantee must complete the Project within the term of this Contract.

e. Request final reimbursement prior to the termination or expiration of this Contract;

f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.

5. Grantee's Duties: The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.

6. Agency's Duties: The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed ONE HUNDRED THOUSAND DOLLARS **($** 100,000.00 **)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	Agency	Natural Acct	Budget Fund
$ 100,000.00	4600	210201	56400050

[×] a. The Grantee's matching requirement is **$** 25,000.00, which shall consist of:

	In-Kind	$
X	Cash	$ 25,000.00
	Other / Specify:	$

[×] b. The Grantee has committed to an additional **$**_____5,000.00_____ to complete the project as described in the Grantee's response to Agency's call for grant proposals.

	In-Kind	$
X	Cash	$ 5,000.00
	Other / Specify:	$

The contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is $_____130,000.00_____**.**

7. **Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S. 143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other goveming body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

8. **Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).

9. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

10. **Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice of Certain Reporting and Audit Requirements which is attached.

11. **Payment Provisions:** The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.

12. **Invoices:** The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period.

    Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

13. **Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Talivia Brodie NC Division of Parks and Recreation MSC 1615 Raleigh, NC 27699-1615 919-707-9320 Talivia.brodie@ncparks.gov

Grantee Contract Administrator	**Grantee Principal Investigator or Key Personnel**
John Connet	Brendan Shanahan
City Manager	City Engineer
City of Hendersonville	City of Hendersonville
160 Sixth Ave E	305 Williams St
Hendersonville, NC 28792	Hendersonville, NC 28792
(828) 697-3000	(828) 233-3237
jconnet@hvlnc.gov	bshanahan@hvlnc.gov

14. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

15. **Supplantation of Expenditure of Public Funds:** The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

16. **Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

    a. Implement adequate internal controls over disbursements;
    b. Pre-audit all vouchers presented for payment to determine:
        - Validity and accuracy of payment
        - Payment due date
        - Adequacy of documentation supporting payment
        - Legality of disbursement
    c. Assure adequate control of signature stamps/plates;
    d. Assure adequate control of negotiable instruments; and
    e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

17. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

18. E-Verify: As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

19. Assurances for Non-Federally Funded Contracts: The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Lobbying -To the best of his or her knowledge and belief, that:

(a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements – It will comply by:

   (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   (b) Establishing a drug-free awareness program to inform employees about-

      (1) The dangers of drug abuse in the workplace;
      (2) The grantee's policy of maintaining a drug-free workplace;
      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;

   (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will –

      (1) Abide by the terms of the statement; and
      (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;

   (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted –

      (1) Taking appropriate personnel action against such an employee, up to and including termination; or
      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

   (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.

5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

GRANTEE	**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**
By: Signed by: John Connet F03A0E3E10B4497...	By: Signed by: Dave Head 00003EDF91654CA...
Grantee's Signature	Authorized Agent
John Connet	Dave Head, Deputy Director
Printed Name	Planning and Recreation Resources
City Manager	NC Division of Parks & Recreation
Title	

ORIGINAL

Docusign Envelope ID: 137E8753-E8C2-47C5-97C1-1B5E6887CA86

DNCR North Carolina Department of Natural & Cultural Resources

Josh Stein, Governor
Pamela B. Cashwell, Secretary

February 16, 2026

Mr. Brendan Shanahan
City Engineer
City of Hendersonville
305 Williams St
Hendersonville, North Carolina 28792

Dear Mr. Shanahan,

It is my pleasure to inform you that your 2025 Recreational Trails Program application for the Clear Creek Greenway grant has been approved for funding. You have been awarded a grant in the amount of $100,000.

Amanda Smithson, Trails Program Manager, will be reaching out to extend congratulations and provide guidance on how to begin your project. Please wait to begin any work until you've received official instructions from the North Carolina Trails Program.

If you have any questions in the meantime, contact Amanda at amanda.smithson@ncparks.gov or your Regional Trails Specialist, which can be found on our website at Trails.NC.Gov.

The Department of Natural and Cultural Resources' Division of Parks and Recreation (DPR) is proud to partner with the City of Hendersonville and the North Carolina Trails Committee to promote safe, sustainable, and educational trail experiences which are integral to shaping North Carolina's identity as the Great Trails State.

Sincerely,

Pamela B. Cashwell

Pamela B. Cashwell
Secretary

cc: Brian Strong, Director, Division of Parks and Recreation
Dave Head, Deputy Director of Planning and Recreation Resources, DPR
Amanda Smithson, Trails Program Manager, DPR

NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

    a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

    b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.

    c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

9. **INTELLECTUAL PROPERTY INDEMNITY**: Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

10. **ADVERTISING:** Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.

11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.

12. **ASSIGNMENT:** No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted.

    However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:

    a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and

    b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

    In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

    COVERAGE - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

    a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.

    b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

    c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

    REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.

16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.

17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.

18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.

19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.

20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.

21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

22. **COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.

24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are two reporting thresholds established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources.
The reporting levels are:

(1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than seven hundred and fifty thousand dollars ($750,000) within its fiscal year.

(2) Level II – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than seven hundred fifty thousand dollars ($750,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

(1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.

(2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

(3) All grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.

(4) Level II grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

FEDERAL CERTIFICATION REGARDING DRUG-FREE WORPLACE REQUIREMENTS

(Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   B. Establishing a drug-free awareness program to inform employees about

      (1) The dangers of drug abuse in the workplace;

      (2) The Contractor's policy of maintaining a drug-free workplace;

      (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

      (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

   D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

      (1) Abide by the terms of the statement; and

      (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;

   E. Notify the Department within ten days after receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

      (1) Taking appropriate personnel action against such an employee, up to and including termination; or

      (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

   Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

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FEDERAL CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

Date

FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(Requirement of Governmental Agencies and Non-Profit Organizations)

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used *in* this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

Date

RECREATIONAL TRAILS PROGRAM
FEDERAL ASSURANCES - COMPLIANCE FORM

(Requirement of Governmental Agencies and Non-Profit Organizations)

As the duly authorized representative of the applicant, I certify that the applicant:

Name of Applicant: City of Hendersonville

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.

2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1,1991.

3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.

4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.

5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.

10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.

12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to El 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with *(0* 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E0 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.

17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds $2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.

19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit https://partnerncdot.goviVendorDirectoryidefault.html.

Signature of Authorizing Official Signed by: John Connet F03A0E3E10B4497...

Title City Manager

Date 4/2/2026

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NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM
APPLICATION SIGNATURE PAGE

"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Signed this 4/2/2026 day of _____

By John Connet Signed by: John Connet F03A0E3E10B4497...

Title City Manager

Attested By Jill Murray DocuSigned by: Jill Murray A9E6EF33A3C34BD...

FEDERAL RECREATIONAL TRAILS PROGRAM
INSURANCE REQUIREMENT NOTIFICATION FORM

(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.

b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.

c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be $150,000.00 bodily injury and property damage; $150,000.00 uninsured/under insured motorist; and $1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Signed by:
John Connet
F03A0E3E10B4497...

Signature

City Manager

Title

City of Hendersonville

Agency/Organization

4/2/2026

Date

Recreational Trails Program

Number: 20.219
Agency: Department of Transportation
Office: Federal Highway Administration (FHWA)

PROGRAM INFORMATION

Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Eligibility Requirements (080)

Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an

apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

Beneficiary Eligibility (082):
(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

Credentials/Documentation (083):
Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

Application and Award Process (090)

Preapplication Coordination (091):
Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review.

Application Procedures (092):
This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA’s administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through www.fbo.gov. Cooperative agreements are announced through www.grants.gov.

Award Procedure (093):
For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

Deadlines (094):
Contact the headquarters or regional office, as appropriate, for application deadlines.

Range of Approval/Disapproval Time (095):
From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

Appeals (096):
Not Applicable.

Renewals (097):
Not Applicable.

Assistance Consideration (100)

Formula and Matching Requirements (101):
Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See http://www.fhwa.dot.gov/environment/recreational_trails/legislation/.

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program. Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm.
This program does not have MOE requirements.

Length and Time Phasing of Assistance (102):
Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

Post Assistance Requirements (110)

Reports (111):
No reports are required.

Audits (112):
In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of $750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than $750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

Records (113):
Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

Financial Information (120)

Account Identification (121):
69-8083-0-7-401.

Obligations (122):
(Formula Grants (Apportionments)) FY 15 $80,741,889; FY 16 est $82,365,802; and FY 17 est $82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to $84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

Range and Average of Financial Assistance (123):
Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: $83,318,400 was potentially available; $80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from $816,847 to $5,698,627; the average was $1,614,838.

Program Accomplishments (130):

Fiscal Year 2015: States obligated $72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about $75-$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

Regulations, Guidelines, and Literature (140):

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at http://www.fhwa.dot.gov/environment/rectrails/guidance.htm along with program updates. Program guidance under MAP-21 is posted at http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm with Questions and Answers at http://www.fhwa.dot.gov/map21/qandas/qatap.cfm. New guidance under the FAST Act will be posted at http://www.fhwa.dot.gov/environment/transportation_alternatives/.

Information Contacts (150)

Regional or Local Office (151):

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

Headquarters Office (152):

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email: christopher.douwes@dot.gov Phone: (202) 366-5013 Fax: (202) 366-3409

Website Address (153):

http://www.fhwa.dot.gov/environment/recreational_trails/

Related Programs (160):

20.205 Highway Planning and Construction

Examples of Funded Projects (170):

Fiscal Year 2015: States obligated $72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately $75-$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

Criteria for Selecting Proposals (180):

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.

Address*: 305 Williams St

Hendersonville North Carolina 28704-
City State/Province Postal Code/Zip

Phone*: 828-697-3000 Ext.
###-###-####

Fax: ###-###-####

Benefactor:

Vendor ID:

Comments:

Applicant Information

Basic Information

Sponsoring Agency/Organization Name*: City of Hendersonville

Sponsoring Agency/Organization Type*: Local Government

Federal Tax ID Number*: 56-6001242

Agency Contact Information

Contact Name*: Brendan Shanahan

Mailing Address*: 305 Williams St

Hendersonville North Carolina

Zip Code*: 28792

Title*: City Engineer

Phone Number*: 828-674-0697

Email Address*: bshanahan@hvlnc.gov

Has the organization previously received an RTP grant award?*: No

Project Overview

Trail Project Information

Name of Trail Project:

Briefly describe in 1-2 sentences the final product from this proposal*:

A 2.5 mile multi-use trail, crossing two streams and an interstate, will connect the east side of town to the park system and downtown, while connecting over 1000 residents to the business districts and existing trail system.

ex. 2 miles of new multiuse greenway, renovation of 5 mi of mountain bike trails, etc.

Project Classification*: New Trail - Greenway
Applies to project deliverables that will be paid for with RTP funding only

Recreational Trails Program Category*: Diverse Use - Paved Surface

Highest-Ranking Trail Designation: Only select authorized National or State trails if the proposed project is on existing designated sections of these trails, and/or the project will construct new segments within the official planned corridor of the trail for future designation.

Select the highest-ranking trail designation for your project:*: All Other Trails

What type of connection does your trail project make to an existing trail/greenway network? *: Connects Existing Trail(s)
Select the most applicable response to your trail project.

Primary designated trail user for your project*: Multi-Use

Indicate ALL permissible trail users for this project area*: Biking,Pedestrian
Select all that apply.

Is trail or project design complete?*: Yes (ex. Trail route survey flagged on the ground, work items and trail log complete for renovation projects, etc.)

Select the appropriate response to what design standards were used or will be used for this project*: Trail design will be completed using IMBA, USFS, AASHTO, or NOHVCC standards or combination of

Design Standards:
IMBA - Trail Solutions
USFS - Trail Construction and Maintenance Notebook
USFS - Equestrian Design Guidebook for Trails Trailheads and Campgrounds
AASHTO - Guide for the Development of Bicycle Facilities
NOHVCC - Park Guidelines for Off-Highway Vehicles
Guidelines for Assessing Designing and Building Access Sites for Carry-in Watercraft

Select all design standards used for this project:*: AASHTO - Guide for the Development of Bicycle Facilities
Select all that apply.

Was/Will your trail designed by a professional trail builder or designer?*: Yes (ex. PTBA member, trail professional, engineer, etc.)

Describe the qualifications of trail designer:

Engineering Consultant. The designer (Kimley Horn) is experienced in working on NCDOT projects and designed the multi-use trail to meet NCDOT standards, which exceeds some of the other standards listed in this section of the application.

Will RTP funds be used to construct, install, or design any structures?*: Yes (ex. bridges, culverts, retaining walls, cribbing, boardwalk, etc.)

Please list structures with approximate dimensions and coordinates:

90' x 12' Pre-fabricated truss bridge to cross Mud Creek (35.350198, -82.463147)
75' x 12' Pre-fabricated truss bridge to cross Allen Branch (35.349550, -82.452066)
List coordinates in decimal degrees format.

Please select the level of accommodations your project provides to individuals with disabilities*: Trail project is fully accessible and meets ADA - ABA requirements

Identify how your project will be managed and maintained*: Full-time Staff - example - public works or other department staff

Describe plans for or current trail maintenance and management agreements/commitments (to receive applicable credit, documentation is required as part of the supplemental attachments).*:

The City of Hendersonville has staff in the Public Works Department that is dedicated to maintaining our parks, including several miles of existing multi-use trails.

Level of Accommodations Points: 5

Trail Project Location

Select the county of your project location

If project spans multiple counties, select the primary location first.
For each county, list the corresponding Trails Program region your project is in, as well as the current NC Dept. of Commerce designated tier (Econ Rankings).
NC Trails Program Region Map
NC Dept. of Commerce County Distress Ranking (Tier) Map

Project County*: Henderson

Region*: Mountain

Tier*: Tier 3

2nd Project County:

Region:

Tier:

3rd Project County:

Region:

Tier:

Legislative Information for Project Site
(Include ALL districts if project falls in multiple districts).

U.S. Congressional District(s)*: 11
Select all that apply.

N.C. House District(s)*: 117
Select all that apply.

N.C. Senate District(s)*: 48
Select all that apply.

Include the 911 address location, closest street address or road intersection, city, and zip code, to enable staff to be able to locate the project on a map.

Physical location of the project site*:

The trail runs east from approximately 99 Balfour Rd, Hendersonville, NC 28792 to roughly 90 Lakewood Rd, Hendersonville, NC 28792.

Latitude*: 35.348719539 35.349028379
xx.xxxxxxxxx xx.xxxxxxxxx

Longitude*: -82.468325332 -82.443937790
-xx.xxxxxxxxx -xx.xxxxxxxxx

Provide the current status of land ownership at the time of application submission. Documentation of legal public use rights are required in the supplemental attachments for a minimum of 10 years post-construction for projects on private lands.

The project is located on*: Public Land - Easement in Perpetuity

If the RTP applicant is seeking funding for a project that is located on land not owned or managed by the applicant, they must show proof of approval for the project from the owner or managing authority in order for the project to be considered for funding. Proof shall include documentation of any and all agreements between the applicant and the land owner/land manager regarding the project, attached in the Supplemental Attachments section of the application.

Please describe current land agreements if the property is not on public lands OR held in fee simple ownership by the applicant*:

The project crosses land that is owned, fee simple by the City of Hendersonville, including the following parcels (PINs): 9660603188, 9660607916, 9569892546, 9569991449 and 9670107228. There are 2 parcels (PINs 9579183554 and 9579297940) that we have been provided easement specifically for this trail project. Attached are the deed agreements for these easements.

Project Description

In the space provided below, briefly describe your project. Be sure to include enough detail to convey your project to someone unfamiliar with your project and/or its location, such as: length, width, connectivity, etc. Please define your project description in terms of the components of sustainability referenced in the RTP Information Booklet. This description will be used to determine your project overall sustainability as compared to other projects submitted. Be sure that a reader can clearly identify what component of your overall project would be RTP funded.

Project Description*:

This project involves the construction of approximately 2.5 miles of multi-use trail to continue the linear park that currently terminates at Balfour Rd near Berkeley Park. The proposed trail is between 10 and 12 feet in width and will be a paved ADA compliant asphalt trail. This trail serves to fill a gap of connectivity between the Parks System and downtown (to the south and east) and over 1000 residential units, business centers and an area geographically isolated by the interstate (I-26). This trail is included in planning documents both for the City of Hendersonville as well as

Henderson County and will serve as part of the Hellbender Regional Trail System. The project has received multiple grants and including STBG-DA funds from FHWA, PARTF funds and private donations.

Has the public been given the opportunity to comment on the project?*: Yes If "Yes", official documentation is required and must be included in the Supplemental Attachments

Select the appropriate response for public project support*: Documented support by multiple trail user groups Documentation is required in the Supplemental Attachments

Project Funding

Amount of RTP funding requested (Minimum Grant Award = $10,000)*: $100,000.00

Minimum Match %: $25,000.00

Is additional funding required for your project, other than the requested RTP award and 25% match?*: Yes

Project Details

Trail Project Details

Describe how your project suits the selected site, and how it will be sustainably designed with the landscape.

Site Compatibility*:

This multi-use trail crosses City parkland and provides access to streams (such as Clear Creek) for paddling. It aligns with an existing sewer on previously disturbed ground. The passive recreation is an ideal use of land classified as floodplain and floodway. It also connects patrons to a pond, which will be available to the public for fishing. The design preserves riparian areas, and the site will be part of a separate, subsequent stream restoration project that is eligible for a private grant.

Outline your plan of action to complete your project within the contract period of 3 years. Detail how and by whom your project will be constructed (if applicable). Note any potential factors that might expedite or slow project development.

Project Implementation*:

The project design is complete, and the environmental permitting is being finalized. The NCDOT will administer the construction, ensuring compliance with standards. We expect to bid the project by the end of 2025. Construction will be phased, with the first phase being completed in October of 2026 and the rest in the following 10 months.

Describe the planning process of your project and overall project readiness for implementation.

Project Readiness*:

The project is ready to enter the construction phase. The permitting package has been provided to NCDOT. Additional permitting work needed includes repeating (expired) bat and botanical surveys, as well as receiving final Tribal comments. We expect the Right of Way Certification to be completed and the Construction Authorization to be given in the next 2 months. Construction will follow this winter.

Describe how your project has been approved within your organization, and/or with the project land manager. Detail public use rights for this trail project. Documentation of public use rights and land manager approvals are required within the Supplemental Attachments.

Project Authorization and Legality*:

Agreements for this project have been entered into between the City Council and the grant agencies (NCDOT and PARTF) based on requirements of the funding, which includes Federal money. Fee simple property and trail easement has been acquired in compliance with all applicable Federal regulations and is for the purpose of public enjoyment in accordance with City of Hendersonville park rules.

Describe how the trail project provides assistance to people with disabilities.

Project Accessibility*:

This trail greatly expands access to people with disabilities with a corridor. There is currently no feasible alternative for a wheelchair bound individual to complete this route, without using other transportation options. If they were to try, not only would the distance be twice as long, but over a mile of it would be without any pedestrian facilities. The most perilous portions of the trip would be along US routes that have no paved shoulder and have AADT of 41,000. This connection ties together employment centers, residential hubs, City Parks and downtown centers.

Describe how your project will be financed while periodically seeking reimbursement. If your project requires additional funding beyond the maximum award limit, detail the source of additional funds and their associated timelines.

Economic Feasibility*:

For this project, we were fortunate to receive around $4 million in funding, without the City having to commit its own funds, which is beneficial given the financial impact to our City by Hurricane Helene. The City has received an FHWA grant for approximately $3,484,000, as well as a PARTF grant for $376,000. In addition, the City received $250,000 in private donations. PARTF funds will be used as a match for an RTP grant. The RTP grant would allow the City to complete the fully designed project.

Describe how people have been informed of this project, public involvement, and overall project support.

Public Support*:

A public meeting was held exclusively to discuss the Clear Creek multi-use path project. Public outreach included: press releases distributed to local print,
radio, and TV organizations; announcements placed on the City of Hendersonville website, on the City's event calendar and homepage feature, and city news page; announcements in local papers and radio; and announcements in community organization newsletters, websites, and social media postings. We received 19 letters of support from various community organizations and committees.

Describe the overall public need and benefits of this project.

Public Need*:

Approximately 80% of the length of this project is located within census tract (9310), which was deemed a low-income community opportunity zone. The only one in Henderson County. Additionally, this project is adjacent to over 1000 housing units. Around half of which are inhabited by elderly community members. This project will greatly expand access to our community members who may have the greatest need for this type of connectivity.

Describe the connectivity the project provides to the surrounding community, and/or other trail and pedestrian networks.

Project Connectivity*:

Interstate 26 cuts through our community, creating a substantial barrier for pedestrian movement. The Clear Creek Greenway will open the door to multiple expansions shown in both the City's 2030 Comprehensive Plan and the Henderson County Greenway Master Plan. The City's Comprehensive Plan includes a Transportation and Circulation section that identifies the need for a greenway running along Clear Creek, under Interstate 26, and connecting to future greenways. Two spurs are planned at the end of this phase of the Clear Creek Greenway: one spur would eventually extend approximately 7 miles to the community of Edneyville, home of the North Carolina Justice Academy, and another spur would pass by 80 affordable housing units and over 70 acres of undeveloped land on its way to the Highland Square Regional Activity Center (HSRAC). More than 25 businesses and points of interest are operating in and around HSRAC, including 10 restaurants, 4 banking institutions, 3 grocery stores, 3 medical/pharmacy providers, 2 churches, and a post office. Other municipalities are developing plans for the network to continue south towards Blue Ridge Community College, north towards Westfeldt Park (adjacent to the Asheville Regional Airport), and eastward to Edneyville.

Describe why your project should be prioritized over other applicants.

Justification*:

This project is shovel-ready, and we are actively coordinating with NCDOT to obtain ROW certification and finalize the construction schedule. All permits will be obtained shortly, and we will begin construction at the beginning of 2026. RTP funds would allow us to complete a community connection that is desperately needed and will result in a safe, reliable multi-use trail for our residents and visitors.

Environmental Review

Environmental Review

Describe the existing or proposed property your trail project is on including the acreage of proposed project disturbance, topography, bodies of water (streams, wetlands, rivers, etc.) and any significant natural resources that are on or adjacent to the site.

Site Description*:

The project has a proposed disturbance of 10.5 acres. The City's Design consultant performed a field study, which identified eleven (11) aquatic resources within the project survey area. In total four (4) streams, six (6) wetlands, and one (1) open water were identified and are included in PJD document provided with this application. The aquatic resources were delineated utilizing the United States Army Corps of Engineers (USACE) accepted methodologies. The delineated resources within the survey area are included for reference in the PJD document.

What are the past and current uses of the property?

Examples: Urban/developed, forest, agricultural, industrial site, landfill, water, wetland, etc. If the property has been contaminated (ex: brownfield sites), all clean up actions must be completed before a project can begin. Please describe any clean up actions that are needed.

Past/Current Property Use*:

The properties associated with this project include the following zoning: Industrial, Low Density Residential, Planned Residential Development and Urban Residential. Seventy-five percent of the alignment of the trail is along a corridor that has already been disturbed by the placement of sewer.

Describe any wetland areas on the site including the acreage.

Describe any disturbance of wetlands needed to develop the proposed project.

Please state if no wetlands exist on the site.

Wetlands*:

The City's consultant has identified six (6) wetlands within the study area for the project, totaling an area of 3.39 acres. This information is included in the PJD attached to this application. The consultant used this PJD to avoid and minimize impacts to jurisdictional aquatic resources. The actual area of disturbance of wetland is 0.155 ac.

Are there trout streams located in the project county? Will the trail project involve any ground disturbance or vegetation clearing within 50 feet of a known trout stream?

Trout Waters*:

Henderson County has trout streams. The nearest identified trout stream is over two miles from the project site.

Will your project have any impacts to surface waters (streams, rivers, lakes, etc.)

Surface Waters*:

The project proposes to cross two streams Mud Creek and Allen Branch via a truss bridge, with concrete end bents. A site inspection conducted on March 19, 2024, determined that the area may contain approximately 3.39 acres of wetland, 0.23 acres of open water, and 4,965.7 linear feet of stream waters of the United States under the U.S. Army Corps of Engineers (Corps) regulatory jurisdiction. The actual disturbance to streams is 120 linear feet.

Describe the predominant tree and wildlife species on the site. Are there any threatened or endangered species within two miles of the project site? If so, please describe.

Tree and Wildlife Species*:

The proposed project is in an area that has potential or known occurrence records of species with federal designations. Below is a list of species which should be considered. No critical habitat is present within the project vicinity. Bog turtle (Southern population), Bunched arrowhead, Carolina hemlock, Gray bat, Little brown bat, Monarch butterfly, Northern long-eared bat, Small whorled pogonia, Swamp pink, Tennessee clubshell, Tricolored bat, White irisette, Mountain sweet pitcher plant.

If your project is in one of the 20 CAMA counties of NC, does your project potentially affect an Area of Environmental Concern? This includes coastal wetlands, coastal shorelines, inlets, marshes, etc. Please describe in detail if your project is located in any of these settings.

Areas of Concern*:

Not applicable.

Describe any floodplain or floodways areas within or adjacent to the trail project.

Please state if none exist.

Floodplains*:

The project is located within the special flood hazard areas (Zones AE, Floodway). A Flood Damage Prevention Development Permit was issued and is attached to the application.

Describe the existing utilities at the site such as water, sewer, and road systems

Utilities*:

The trail is located along a pubic sewer line for three quarters of the alignment. It also crosses public water lines. The trail runs along and crosses NCDOT roads, including SR-1508, SR-1503, I-26 and SR-1518. All encroachments are submitted to NCDOT.

List any known archaeological or historical sites within the project site or in the vicinity of the site.

Has the area been surveyed by an archaeologist? If so, when and by whom?

Archaeological or Historical Sites*:

The area of potential effects (APE) for the proposed greenway project along Clear Creek and Allen Branch is located in an area where the hydrological and topographic characteristics suggest there is potential for significant archaeological resources to be present. One previously identified archaeological site (31HN158) in the immediate vicinity of the project area has not yet been evaluated for inclusion in the National Register of Historic Places (NRHP). It should be noted that three quarters of the trail alignment has been previously disturbed with installation of public sewer lines.

List all structures on the site, regardless of their age, including recreational facilities.

Indicate if any structure is more than 50 years old.

Provide a photograph and pertinent historical information about the structure(s) which are 50 years or greater.

Indicate whether the structure(s) will be demolished or renovated by the proposed project?

Existing Structures*:

No structures are expected to be demolished as part of this project.

Photograph:

List all permits that have been or will be applied for or received at this point, such as erosion control, CAMA or U.S. Army Corps of Engineers permits.

Include a brief discussion and documentation of your interactions with regulatory agencies regarding relevant permitting agencies.

Permits*:

Erosion Control - In process, attached
Floodplain Dev - Obtained, attached
NCDOT Encroachments - In process, attached
SHPO - In process, attached
US F & W - In process, attached
USACE - Provided PJD, attached
NCDEQ Clearinghouse - In process, attached

Budget

Project Deliverables

Deliverable #	Item Type	Description	Accomplished by	If Other, Please List	Unit	Of Measurement	If Other, Please List	Rate	RTP Funds	Match Funds	Total Amount	Match Percentage	Minimum Match %
P003	P003 New Trail - Greenway - Paved	approximately 2.5 miles of multi-use trail	Contracted		2.50	Miles		$65,000.00	$50,000.00	$15,000.00	$65,000.00	23.08	$12,500.00
P004	P003 New Trail - Greenway - Paved	75' x 12' Pre-fabricated truss bridge to cross Allen Branch (Coordinates: 35849550, -82.452066)	Contracted		1.00	Other	Individual Bridge Structure	$65,000.00	$50,000.00	$15,000.00	$65,000.00	23.08	$12,500.00
									$100,000.00	**$30,000.00**	**$130,000.00**		

Supplemental Attachments

Project Maps

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Overview Map This map should broadly depict how your project fits in with larger trail networks and the surrounding area, and/or other phases of your project.	✓	Overview Map	Overview Map.pdf	pdf	2 MB	10/16/2025 04:32 PM
Project Specific Map Provide a detailed map of the proposed trail project area, with your project clearly identified.	✓	Project Map	Project Map.pdf	pdf	428 KB	10/16/2025 04:32 PM
Topo Map Provide a detailed map of the proposed trail project with topographic lines or basemap. Bodies of water and other natural features should be visible on this map as well.	✓	Background Maps	Background Maps.pdf	pdf	5 MB	10/16/2025 04:32 PM

Supporting Documents

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
Project Timeline Provide an estimated timeline for your project's implementation.	✓	Project Timeline	Clear Creek Greenway Schedule2025.pdf	pdf	36 KB	10/16/2025 04:32 PM
Letters of Commitment Please submit documentation of an organization's commitment to manage and maintain the proposed project (ex. MOU, MOA, etc.)	✓	The City of Hendersonville Public Works Department develops, operates and maintains parks and greenspaces among all other public spaces and buildings. The Public Works Department is supported by 70 staff members. (P 13 in the attached)	parks_and_greenspace_master_plan_sp_final_.pdf	pdf	65 MB	10/16/2025 04:32 PM
Letters of Support Provide letters of support for your project from pertinent stakeholders.	✓	Letters of Support	Letters of Support.pdf	pdf	9 MB	10/16/2025 04:32 PM
Public Comments Provide documentation of how the public has been informed of your project.	✓	Documentation of public communication and input.	Public Involvement.pdf	pdf	10 MB	10/16/2025 04:32 PM

Governing Body Commitment Provide documentation from your organization/agency's body of authority supporting this project, with a commitment to fund and implement the project as described in this application.	✓	Letter of Commitment	20250905_ClearCreekGreenwayLetterCommitment.pdf	pdf	1 MB	10/16/2025 04:32 PM
Land Documentation Provide documentation of land ownership and legal public use of the site. If applicant is not the landowner, documentation of project and grant approval is required (they will also be required to co-sign a grant contract if awarded). If the application is for land acquisition, please submit property deed, tax card, and any recent appraisal.	✓	Contains documentation of easements provided for parcels that we do not own (Pins 9579183554 and 9579297940). Also provides fee simple deed to other properties, which we own (PINs 9569892546, 9569991449, 9660603188, 9660607916, 9670107228)	Land Documentation.pdf	pdf	3 MB	10/16/2025 04:32 PM

Environmental Review

Named Attachment	Required	Description	File Name	Type	Size	Upload Date
US Fish and Wildlife (USFWS) Submit documentation of your project consultation with USFWS here.	✓	US FWS Scoping document. Please note that we are actively coordinating with this agency and will expect an updated document shortly.	FWS__23-218_Scoping_Clear Creek Greenway BL-0008_HendersonCo.pdf	pdf	316 KB	10/16/2025 04:32 PM
US Army Corps of Engineers (USACE) Submit documentation of project consultation with USACE here.	✓	Preliminary Jurisdictional Determination Verification.	SAW-2024-00032 PJD Verification_20240403 1.pdf	pdf	3 MB	10/16/2025 04:32 PM
NC State Historic Preservation Office (NCSHPO) Submit documentation of consultation with NCSHPO regarding your project.	✓	SHPO review confirmation. Please note that we are actively coordinating with this agency and will expect an updated document shortly.	SHPO_000121_SHPO_comment.pdf	pdf	208 KB	10/16/2025 04:32 PM
NC Environmental Clearinghouse Submit your documentation of responses from state regulatory agency reviews. Please refer to the RTP General Guide on our website for detailed instructions on completing this step.	✓	DEQ Clearinghouse Scoping Document. Please note that we are actively coordinating with this agency and will expect an updated document shortly.	DEQ_000043_23-0144_DEQ_Comments.pdf	pdf	2 MB	10/16/2025 04:32 PM
FEDERAL AGENCIES & APPLICANTS ON FEDERAL LANDS ONLY Submit documentation of current environmental review or decision regarding the trail project.						

Other Attachments

Description	File Name	Type	Size	Upload Date
Engineer's opinion of cost of construction. Provided by design consultant (Kimley Horn).	2025-09-26_BL-0008 Bid Tab.pdf	pdf	56 KB	10/17/2025 12:43 PM
Erosion and sedimentation control approval	Certificate of Approval - Monday March 24 2025 421 PM.docx	docx	197 KB	10/16/2025 04:32 PM
Floodplain Development Permit	FDP 20250113 18206 Clear Creek Greenway_reduced - signed.pdf	pdf	224 KB	10/16/2025 04:32 PM
NCDOT Encr 1	16-1A-Two-Party-Non-Utility-Not-Related-to-Road-Construction Balfour-sgn.pdf	pdf	110 KB	10/16/2025 04:32

NCDOT Encr 2	16-1B-Two-Party-Related-to-Road-Construction CCR-sgn.pdf	pdf	110 KB	10/16/2025 04:32 PM
Project Plans	2025-03-03_BL-0008_FinalPlans_Full.pdf	pdf	56 MB	10/16/2025 04:32 PM

Acknowledgements

Acknowlegements

By checking this box, I acknowledge that:

I have read the RTP Grant Guidance Document.

failure to follow this guidance could negatively impact the score of my project.

I have consulted with my Regional Trails Specialist on this project prior to submitting this grant application.

the proposed project has governing body approval (from both the applicant and land management agency?s body of authority), with support of at least a 25% match, and agrees to complete the project within 3 years of the award letter date.

my organization/agency will submit quarterly project updates as well as comply with any additional information requests related to this project.

I acknowledge*: Yes

"On behalf of the Project Sponsor, I hereby certify the information contained in the attached application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being withdrawn from consideration for funding."

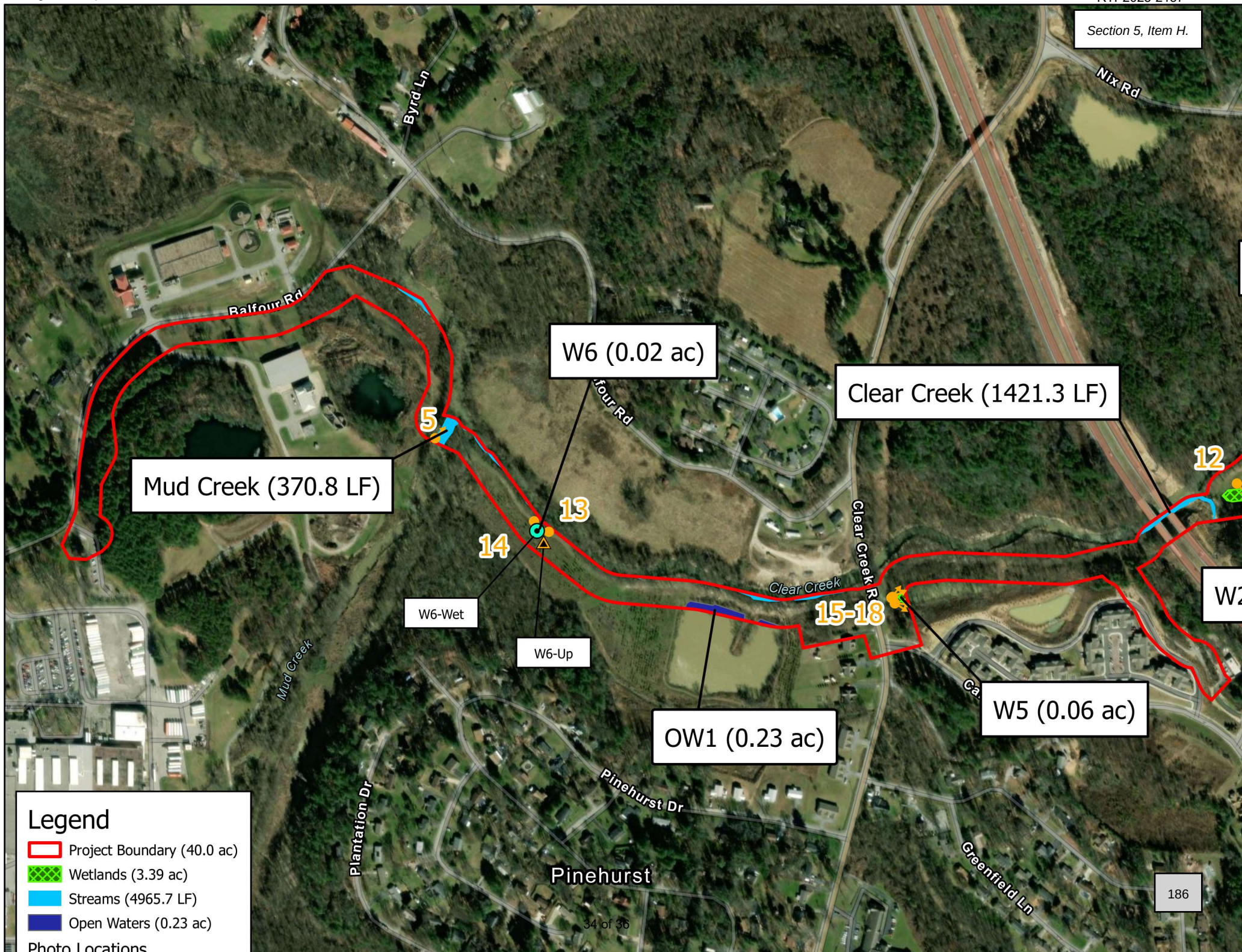
"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

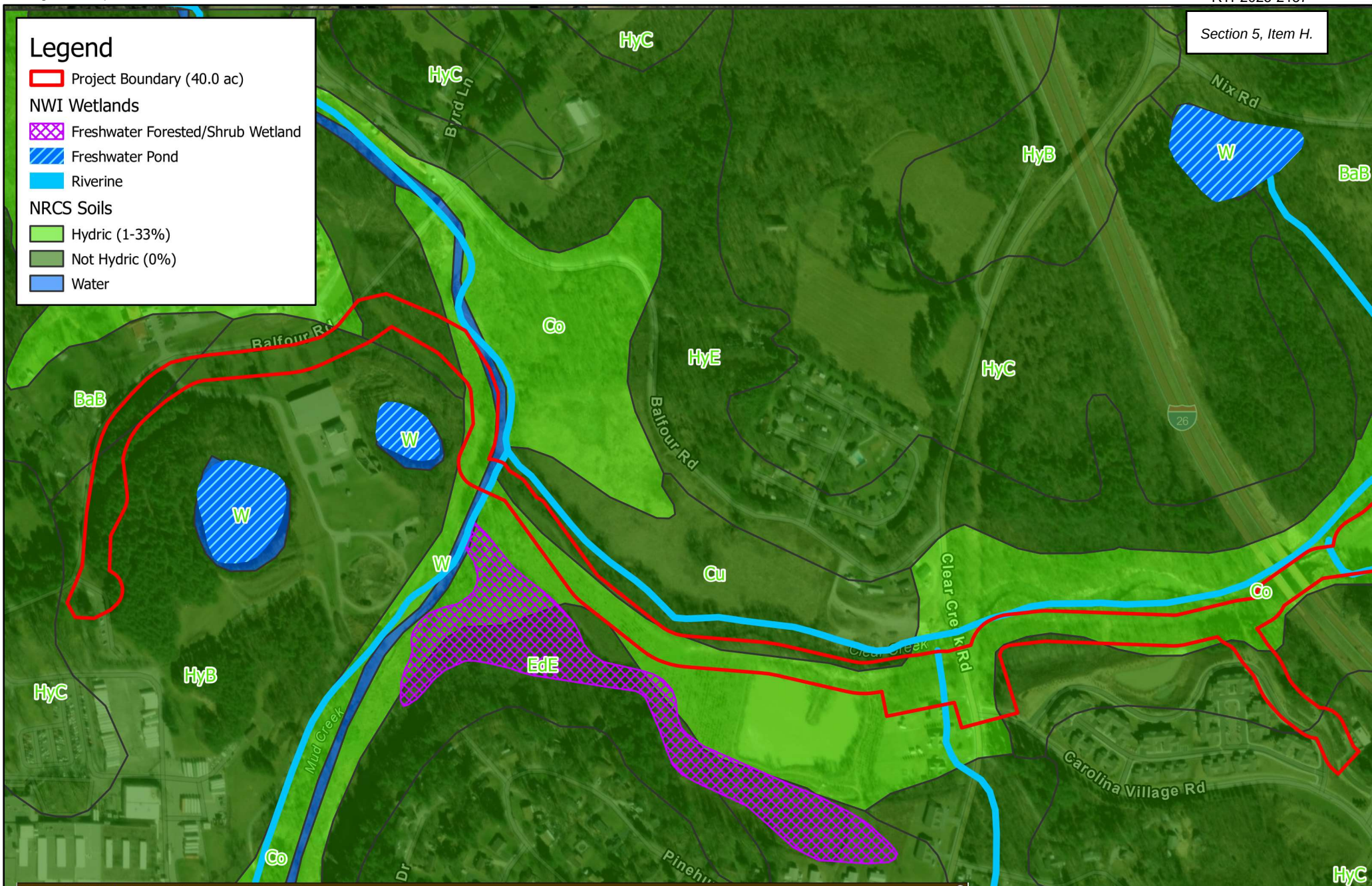
"I hereby certify the availability of the 25%required share of the total project costs, as represented in this application, and the ability to currently fund the project while seeking periodic reimbursements."

Authorized Agent*: Brendan Shanahan

Title*: City Engineer

Date*: 9/5/2025


Byrd Ln
Nix Rd
Balfour Rd
W6 (0.02 ac)
Clear Creek (1421.3 LF)
Mud Creek (370.8 LF)
5
13
14
12
Clear Creek Rd
Clear Creek
15-18
W6-Wet
W6-Up
Mud Creek
W5 (0.06 ac)
OW1 (0.23 ac)
Pinehurst Dr
Plantation Dr
Greenfield Ln
Pinehurst
186
Legend
Project Boundary (40.0 ac)
Wetlands (3.39 ac)
Streams (4965.7 LF)
Open Waters (0.23 ac)
Photo Locations



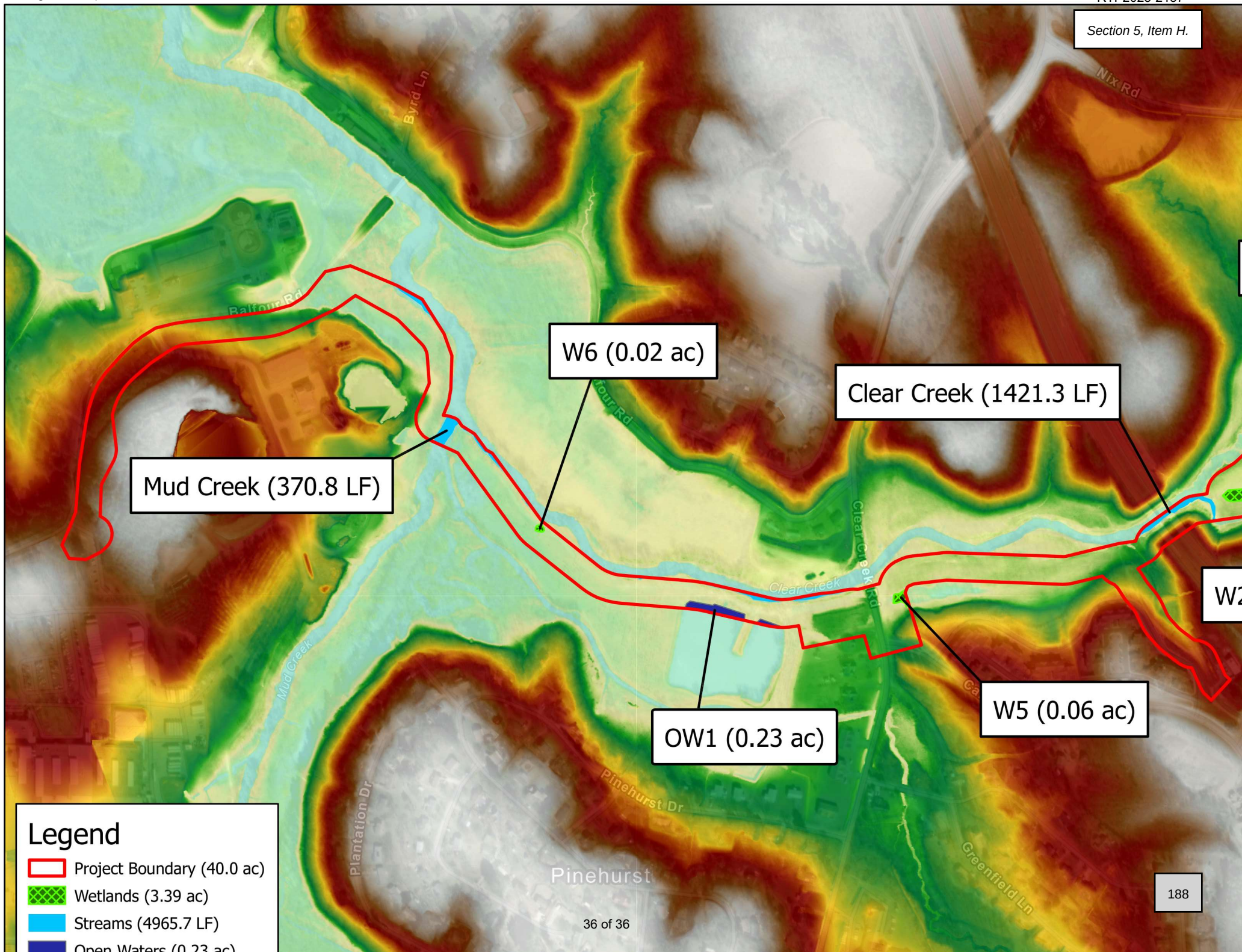
Tables — Hydric Rating by Map Unit — Summary By Map Unit

Summary by Map Unit — Henderson County, North Carolina (NC089)

Summary by Map Unit — Henderson County, North Carolina (NC089)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
BaB	Bradson gravelly loam, 2 to 7 percent slopes	0	64.2	7.4%
BaC	Bradson gravelly loam, 7 to 15 percent slopes	0	30.4	3.5%
Co	Codorus loam (arkaqua)	5	171.4	19.7%
Cu	Comus (colvard) fine sandy loam	0	30.4	3.5%
DeB	Delanco (dillard) loam, 2 to 7 percent slopes	0	23.7	2.7%
EdE	Edneyville (edneytown) fine sandy loam, 15 to 25 percent slopes	0	53.6	6.2%

Docusign Envelope ID: 137E8753-E8C2-47C5-97C1-1B5E6887CA86



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 05/13/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: May 2026 Budget Amendments – *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

I move City Council adopt budget amendment(s) 05132026-01, 05132026-02, 05132026-03, 05132026-04, 05132026-05, 05132026-06, 05132026-07, 05132026-08, 05132026-09, 05132026-10, 05132026-11, 05132026-12, 05132026-13, 05132026-14, and 05132026-15, as presented.

SUMMARY:

- **05132026-01** An amendment reflecting the adoption of a capital project ordinance for the Wash Creek Phase 06-01 project #G2605 for a total appropriation of $2,720,000.
- **05132026-02** An amendment to the Hurricane Helene project budgets reflecting the existing project budget.
- **05132026-03** An amendment increasing the Lower Mud Creek Stormwater project #G2306 by $100,000 to a total of $3,832,090 due to the receipt of an NC Blueprint grant.
- **05132026-04** An amendment increasing the GO Bond project #25013 $940,692 to a total of $15,440,692 through the transfer of FY25 and FY26 Powell Bill and Powell Bill Interest revenues to the project.
- **05132026-05** An amendment increasing the Clear Creek Greenway project #18026 by $2,938,600 to a new total appropriation of $5,414,019, reflecting new contribution and donation sources as well as a transfer in of $232,820 from the General Fund restricted fund balance (FY25 Powell Bill funds).
- **05132026-06** An amendment increasing General Fund insurance proceeds $985 to repair HPD asset 14-110.
- **05132026-07** An amendment increasing General Fund insurance proceeds $13,215 to repair the Police Department parking/security gate.
- **05132026-08** An amendment increasing General Fund insurance proceeds $12,325 to repair HPD asset 14-93.
- **05132026-09** An amendment increasing parking fund contributions/donations by $1,206 for the repair of parking facility equipment.
- **05132026-10** An amendment increasing Water and Sewer Fund grant revenues by $4,450 to acquire a confined entry space tripod safety item.
- **05132026-11** An amendment increasing General Fund insurance proceeds $1,623 to repair HPD asset 14-108.
- **05132026-12** An amendment increasing General Fund insurance proceeds $3,216 to repair HPD asset 14-111.
- **05132026-13** An amendment transferring $76,700 from the Water & Sewer Fund to the Stormwater Fund to reflect the transfer of asset 44-25, which will now be used for Water & Sewer activities.
- **05132026-14** An amendment increasing the Downtown Camera project #25001 by $26,000 to a total of $126,000, reflecting a contribution from the Land of Sky Regional Council.
- **05132026-15** An amendment increasing the State and Local Cybersecurity Grant project #G2502 by $95,500 by transferring $37,500 from the General Fund, $48,200 from the Water and Sewer Fund, and $9,800 from the Downtown Camera project, #25001.

BUDGET IMPACT: Described Above

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

ATTACHMENTS:
Budget Amendments 05132026-01 through 05132026-15.

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-01

BUDGET AMENDMENT

FUND 067 | 467

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
067-0000-534999	Contingencies	44,717	-	44,000	717
067-7555-519200	Contracted Services	230,000	-	10,000	220,000
067-1555-501001	Salaries & Wages - Regular	208,946	-	10,000	198,946
067-0000-598901	Transfer Out (to 467, FY26)	150,000	64,000	-	214,000
FUND 067	TOTAL REVENUES	-	-	-	-
Stormwater Fund	TOTAL EXPENDITURES	633,663	64,000	64,000	633,663
467-0000-420050-G2605	Grant Revenue (NCEM)	-	2,000,000	-	2,000,000
467-0000-420050-G2605	Grant Revenue (NC Blueprint)	-	356,000	-	356,000
467-0000-470100-G2605	Transfer In (from 067, FY26)	-	64,000	-	64,000
467-0000-470100-G2605	Transfer In (from 067, FY27)	-	300,000	-	300,000
467-7555-550102-G2605	Capital Outlay - Fees & Services	-	364,000	-	364,000
467-7555-550103-G2605	Capital Outlay - CIP	-	2,356,000	-	2,356,000
FUND 467	TOTAL REVENUES	-	2,720,000	-	2,720,000
Wash Creek STW #G2605	TOTAL EXPENDITURES	-	2,720,000	-	2,720,000

An amendment reflecting the adoption of a grant project ordinance (GPO) and reimbursement resolution (RR) for the Wash Creek Stormwater Project 06, Phase 01 project (#G2605). The total project appropriation is $2,720,000: $2,356,000 for construction activity and $364,000 for permitting and design. The City is matching a $2,000,000 grant from NC Emergency Management (NCEM) and a $356,000 NC Blueprint Grant with $364,000 funding from the Stormwater Utility in FY26 and FY27.

The City Manager and City Clerk certify budget ordinance amendment 05132026-01 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-02

BUDGET AMENDMENT

FUND 360 | 410 | 460

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
360 - Revenues	FEMA Grants/Reimb. (Helene)	6,676,000	-	-	6,676,000
360 - Revenues	NCEM Loan (Helene)	1,172,004	-	-	1,172,004
360 - Expenditures	FEMA Grants/Reimb. Expenditures (Helene)	5,000,000	-	-	5,000,000
360 - Expenditures	NCEM Loan Expenditures (Helene)	1,172,004	-	-	1,172,004
360-HEA01	Helene Expenditures - HEA01	395,000	-	-	395,000
360-HEB01	Helene Expenditures - HEB01	1,175,000	-	-	1,175,000
360-HEZ01	Helene Expenditures - HEZ01	106,000	-	-	106,000
FUND 360 NCEM/Insurance	TOTAL REVENUES	7,848,004	-	-	7,848,004
	TOTAL EXPENDITURES	7,848,004	-	-	7,848,004
410	FEMA Grants/Reimb. (Helene)	534,288	-	-	534,288
410-HEE01	Helene Expenditures - HEE01	327,788	-	-	327,788
410-HEG14	Helene Expenditures - HEG14	97,000	-	-	97,000
410-HEC05	Helene Expenditures - HEC05	100,100	-	-	100,100
410-HEG11	Helene Expenditures - HEG11	4,000	-	-	4,000
410-HEG06	Helene Expenditures - HEG06	4,500	-	-	4,500
410-HEE02	Helene Expenditures - HEE02	300	-	-	300
410-HEG04	Helene Expenditures - HEG04	300	-	-	300
410-HEF27	Helene Expenditures - HEF27	300	-	-	300
Fund 410 Helene Projects	TOTAL REVENUES	534,288	-	-	534,288
	TOTAL EXPENDITURES	534,288	-	-	534,288
460	FEMA Grants/Reimb. (Helene)	2,822,500	-	-	2,822,500
460-HEB01	Helene Expenditures - HEB01	790,000	-	-	790,000
460-HEF02	Helene Expenditures - HEF02	1,120,000	-	-	1,120,000
460-HEF03	Helene Expenditures - HEF03	12,500	-	-	12,500
460-HEF04	Helene Expenditures - HEF04	2,000	-	-	2,000
460-HEF05	Helene Expenditures - HEF05	5,000	-	-	5,000
460-HEF08	Helene Expenditures - HEF08	142,000	-	-	142,000

460-HEF16	Helene Expenditures - HEF16	470,000	-	-	470,000
460-HEF18	Helene Expenditures - HEF18	30,000	-	-	30,000
460-HEF19	Helene Expenditures - HEF19	35,000	-	-	35,000
460-HEF20	Helene Expenditures - HEF20	32,000	-	-	32,000
460-HEF21	Helene Expenditures - HEF21	20,000	-	-	20,000
460-HEF22	Helene Expenditures - HEF22	60,000	-	-	60,000
460-HEF23	Helene Expenditures - HEF23	30,000	-	-	30,000
460-HEF24	Helene Expenditures - HEF24	63,000	-	-	63,000
460-HEF25	Helene Expenditures - HEF25	8,000	-	-	8,000
460-HEF06	Helene Expenditures - HEF06	3,000	-	-	3,000
Fund 460	TOTAL REVENUES	2,822,500	-	-	2,822,500
Helene Projects	TOTAL EXPENDITURES	2,822,500	-	-	2,822,500

An amendment clarifying the existing Hurricane Helene project budgets, this amendment does not change the bottom-line of any Fund, or the Helene project budget.

The City Manager and City Clerk certify budget ordinance amendment 05132026-02 was approved by City Council on May 13, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-03

BUDGET AMENDMENT

FUND 467

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
467-0000-470100-G2306	Transfer In (from 067, FY24)	109,300	-	-	109,300
467-0000-420050-G2306	Grant Revenue (NCLWF)	1,725,554	-	-	1,725,554
467-0000-420050-G2306	Grant Revenue (NCDWI)	1,897,236	-	-	1,897,236
467-0000-420050-G2306	Grant Revenue (NC Blueprint)	-	100,000	-	100,000
467-7555-551000-G2306	Capital Outlay - Land/Easement/ROW	609,000	-	-	609,000
467-7555-550103-G2306	Capital Outlay - CIP	3,123,090	100,000	-	3,223,090
FUND 467	TOTAL REVENUES	3,732,090	100,000	-	3,832,090
Lower Mud Creek #G2306	TOTAL EXPENDITURES	3,732,090	100,000	-	3,832,090

An amendment increasing the Lower Mud Creek Stormwater Restoration Project, #G2306 appropriation by $100,000 following the receipt of an additional $100,000 grant from NC Blueprint on 01/15/2026.

The City Manager and City Clerk certify budget ordinance amendment 05132026-03 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-04

BUDGET AMENDMENT

FUND 010 | 410

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Restricted Fund Bal. (FY25 Powell Bill)	3,356,167	158,290	-	3,514,457
010-0000-450002	Powell Bill Interest (FY26)	10,300	8,606	-	18,906
010-0000-598901	Transfer Out (to GO Bond, #25013)	-	940,692	-	940,692
010-1556-524040	Powell Bill Expenditures	773,796	-	773,796	-
FUND 010 General Fund	TOTAL REVENUES	3,366,467	166,896	-	3,533,363
	TOTAL EXPENDITURES	773,796	940,692	773,796	940,692
410-0000-470010-25013	Debt Proceeds (2026 GO Bond)	10,000,000	-	-	10,000,000
410-0000-470100-25013	Transfer In (from 010, FY25)	-	158,290	-	158,290
410-0000-470100-25013	Transfer In (from 010, FY26)	-	782,402	-	782,402
410-0000-470100-25013	Transfer In (from 010, FY27)	900,000	-	-	900,000
410-0000-470100-25013	Transfer In (from 010, FY28)	900,000	-	-	900,000
410-0000-470100-25013	Transfer In (from 010, FY29)	900,000	-	-	900,000
410-0000-470100-25013	Transfer In (from 010, FY30)	900,000	-	-	900,000
410-0000-470100-25013	Transfer In (from 010, FY31)	900,000	-	-	900,000
410-1014-550102-25013	Capital Outlay-CIP (Resurfacing)	8,200,000	940,692	-	9,140,692
410-1014-550102-25013	Capital Outlay-CIP (ADA Curb Ramp)	2,420,000	-	-	2,420,000
410-1014-550102-25013	Capital Outlay-CIP (Safety & Transport.)	3,705,000	-	-	3,705,000
410-1014-550102-25013	Capital Outlay-Services & Fees	175,000	-	-	175,000
FUND 410 GO Bond Project #25013	TOTAL REVENUES	14,500,000	940,692	-	15,440,692
	TOTAL EXPENDITURES	14,500,000	940,692	-	15,440,692

(56,910)

An amendment to the Transportation General Obligation (GO) Bond Project (#25013). The amendment increases the total project appropriation from the originally adopted (11/06/2025) $14,500,000 by $940,692 to a new total appropriation of $15,440,692. The project is increased using $158,290 of FY25 Powell Bill funding, which now exists as restricted fund balance. The project is further increased by transferring FY26 Powell Bill appropriations and Powell Bill Interest from the General Fund to the project in FY26.

The City Manager and City Clerk certify budget ordinance amendment 05132026-04 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-05

BUDGET AMENDMENT

FUND 010 | 410

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Restricted Fund Bal. (FY25 Powell Bill)	3,356,167	232,820	-	3,747,277
010-0000-598901	Transfer Out (to Clear Creek Gwy., #18026)	-	232,820	-	1,183,812
FUND 010	TOTAL REVENUES	3,356,167	232,820	-	3,747,277
General Fund	TOTAL EXPENDITURES	-	232,820	-	1,183,812
410-0000-460090-18026	Contribution/Donation(STBG-DA, #1)	1,686,020	1,796,980	-	3,483,000
410-0000-460090-18026	Contribution/Donation(STBG-DA, #2)	-	860,800	-	860,800
410-0000-460090-18026	Contribution/Donation(PARTF 2020)	376,000	-	-	376,000
410-0000-460090-18026	Contribution/Donation(Carolina Village #1)	250,000	-	-	250,000
410-0000-460090-18026	Contribution/Donation(Carolina Village #2)	-	25,000	-	25,000
410-0000-460090-18026	Contribution/Donation(Carolina Village #2)	-	25,000	-	25,000
410-0000-460090-18026	Contribution/Donation(Carolina Village #2)	-	25,000	-	25,000
410-0000-460090-18026	Contribution/Donation(Rec. Trails)	-	100,000	-	100,000
410-0000-460090-18026	Contribution/Donation(B.R. Bicycle Club)	10,000	15,000	-	25,000
410-0000-460090-18026	Contribution/Donation(Friends of Ecusta)	3,399	8,000	-	11,399
410-0000-460090-18026	Contribution/Donation(WRDG)	150,000	-	150,000	-
410-0000-470100-18026	Transfer In (Powell Bill)	-	232,820	-	232,820
410-1014-550102-18026	Capital Outlay - Fees and Services	306,620	498,620	-	805,240
410-1014-551000-18026	Capital Outlay - Land, Easement, ROW	77,820	-	-	77,820
410-1014-550103-18026	Capital Outlay - CIP	2,090,979	2,439,980	-	4,530,959
FUND 410	TOTAL REVENUES	2,475,419	3,088,600	150,000	5,414,019
Clear Creek Gwy #18026	TOTAL EXPENDITURES	2,475,419	2,938,600	-	5,414,019

An amendment reflecting a contribution from Friends of the Ecusta Trail to the Clear Creek Greenway Project #18026.

The City Manager and City Clerk certify budget ordinance amendment 05132026-05 was approved by City Council on May 13, 2026.

City Manager

Date

City Clerk

Date

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-06

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	32,150	985	-	33,135
010-1300-524030	R&M Trucks	123,520	985	-	124,505
FUND 010	TOTAL REVENUES	32,150	985	-	33,135
General Fund	TOTAL EXPENDITURES	123,520	985	-	124,505
A budget amendment reflecting an increase in insurance proceeds related to the repair of asset 14-110.					

The City Manager and City Clerk certify budget ordinance amendment 05132026-06 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-07

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	33,135	13,215	-	46,350
010-1300-524010	R&M Buildings	15,000	13,215	-	28,215
FUND 010	TOTAL REVENUES	33,135	13,215	-	46,350
General Fund	TOTAL EXPENDITURES	15,000	13,215	-	28,215
A budget amendment reflecting an increase in insurance proceeds related to the repair the parking lot gate at the Police Department.					

The City Manager and City Clerk certify budget ordinance amendment 05132026-07 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-08

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	46,350	12,325	-	58,675
010-1300-524030	R&M Trucks	124,505	12,325	-	136,830
FUND 010	TOTAL REVENUES	46,350	12,325	-	58,675
General Fund	TOTAL EXPENDITURES	124,505	12,325	-	136,830
A budget amendment reflecting an increase in insurance proceeds related to the repair of asset 14-93.					

The City Manager and City Clerk certify budget ordinance amendment 05132026-08 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-09

BUDGET AMENDMENT

FUND 064

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
064-0000-460090	Contributions/Donations	-	1,206	-	1,206
064-7455-524010	R&M Buildings	25,650	1,206	-	26,856
FUND 064	TOTAL REVENUES	-	1,206	-	1,206
Parking Fund	TOTAL EXPENDITURES	25,650	1,206	-	26,856

A budget amendment reflecting an increase in contribution/donations related to the repair of parking deck equipment.

The City Manager and City Clerk certify budget ordinance amendment 05132026-09 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-10

BUDGET AMENDMENT

FUND 060

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-420050	Grant Revenue	150,000	4,450	-	154,450
060-7132-555003	Capital Outlay-Plant/Pump Station	54,000	4,450	-	58,450
FUND 060	TOTAL REVENUES	150,000	4,450	-	154,450
Water & Sewer Fund	TOTAL EXPENDITURES	54,000	4,450	-	58,450
A budget amendment reflecting grant revenue for the purchase of a confined entry space tripod.					

The City Manager and City Clerk certify budget ordinance amendment 05132026-10 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-11

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	48,675	1,623	-	50,298
010-1300-524030	R&M Trucks	124,505	1,623	-	126,128
FUND 010	TOTAL REVENUES	48,675	1,623	-	50,298
General Fund	TOTAL EXPENDITURES	124,505	1,623	-	126,128
A budget amendment reflecting an increase in insurance proceeds related to the repair of asset 14-108.					

The City Manager and City Clerk certify budget ordinance amendment 05132026-11 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-12

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	50,298	3,216	-	53,514
010-1300-524030	R&M Trucks	126,128	3,216	-	129,344
FUND 010	TOTAL REVENUES	50,298	3,216	-	53,514
General Fund	TOTAL EXPENDITURES	126,128	3,216	-	129,344
A budget amendment reflecting an increase in insurance proceeds related to the repair of asset 14-111.					

The City Manager and City Clerk certify budget ordinance amendment 05132026-12 was approved by City Council on May 13, 2026.

City Manager — Date

City Clerk — Date

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-14

BUDGET AMENDMENT

FUND 410

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-460090-25001	Contributions/Donations	-	26,000	-	26,000
410-1010-550103-25001	Capital Outlay CIP	100,000	26,000	-	126,000
FUND 410	TOTAL REVENUES	-	26,000	-	26,000
DT Camera Project #25001	TOTAL EXPENDITURES	100,000	26,000	-	126,000
A budget amendment reflecting an increase in contribution/donations to reflect a contribution from Land of Sky for the Downtown Camera Project #25001					

The City Manager and City Clerk certify budget ordinance amendment 05132026-14 was approved by City Council on May 13, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISC
FORM

BUDGET AMENDMENT

FUND 060 | 064

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE
060-0000-598901	Transfer Out (to 067)	517,000	76,700	-
060-7155-555002	Capital Outlay - Lines	240,000	-	76,700
FUND 060	TOTAL REVENUES	-	-	-
Water & Sewer Fund	TOTAL EXPENDITURES	757,000	76,700	76,700
067-0000-470100	Transfer In (From 060)	-	76,700	-
067-7555-519200	Contract Services	230,000	76,700	-
FUND 067	TOTAL REVENUES	-	76,700	-
Stormwater Fund	TOTAL EXPENDITURES	230,000	76,700	-

A budget amendment reflecting the purchase of asset 44-25 by the Water & Sewer Fund from the Stormwater Fund

The City Manager and City Clerk certify budget ordinance amendment 05132026-13 was approved by City Council on May 13, 2026.

City Manager

City Clerk

AL YEAR 2026
I: 05132026-13

REVISED BUDGET
593,700
163,300
-
757,000
76,700
306,700
76,700
306,700

Date

Date

TO MAYOR & COUNCIL
APPROVAL: May 13, 2026

FISCAL YEAR 2026
FORM: 05132026-15

BUDGET AMENDMENT

FUND 010 | 060 | 410 | 301

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-598901	Transfer Out (to 301)	921,516	37,500	-	959,016
010-1010-534000	Non-Capital Equipment	135,290	-	37,500	97,790
FUND 010	TOTAL REVENUES	-	-	-	97,790
General Fund	TOTAL EXPENDITURES	1,056,806	37,500	37,500	1,056,806
060-0000-598901	Transfer Out (to 301)	517,000	48,200	-	565,200
060-1010-519200	Contract Services	349,245	-	15,506	333,739
060-1010-523003	Utilties- Telephone & Internet	84,125	-	15,506	68,619
060-1010-534000	Non-Capital Equipment	38,265	-	17,188	21,077
FUND 060	TOTAL REVENUES	-	-	-	-
Water & Sewer Fund	TOTAL EXPENDITURES	988,635	48,200	48,200	988,635
410-0000-598901-25001	Transfer Out (to 301)	-	9,800	-	9,800
410-1010-470100-25001	Capital Outlay CIP	100,000	-	9,800	90,200
FUND 410	TOTAL REVENUES	-	-	-	9,800
DT Camera Project #25001	TOTAL EXPENDITURES	100,000	9,800	9,800	100,000
310-0000-470100-G2502	Transfer In (From 010,060,410)	-	95,500	-	95,500
310-1010-554001-G2502	Capital Outlay - Equipment Other Than	-	95,500	-	95,500
FUND 301	TOTAL REVENUES	-	95,500	-	95,500
Cybersecurity #G2502	TOTAL EXPENDITURES	-	95,500	-	95,500

A budget amendment increasing the State and Local Cybersecurity Grant Project #G2502 to complete the purchase of a server

The City Manager and City Clerk certify budget ordinance amendment 05132026-15 was approved by City Council on May 13, 2026.

City Manager

Date

City Clerk

Date

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 05/13/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: May 2026 Project Ordinances and Reimbursement Resolutions – *Adam Murr, Budget & Eval. Director*

SUGGESTED MOTION(S):

I move City Council adopt the Grant Project Ordinance(s) and Reimbursement Resolution(s) for the Wash Creek Stormwater 06 Phase 01 Project (#G2605), the FTA Audible Pedestrian Crossing Signals and Infrastructure Project (#G2604), the Helene Recovery Sullivan Park PARTF Grant Project (#G2606), and the Clear Creek Greenway (#18026) as presented.

SUMMARY:
General Statute 159-13.2 provides North Carolina local governments with the power to grant and maintain grant project ordinances. Pursuant to G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects.

Wash Creek Stormwater 06 Phase 01 Project #G2605. A grant project ordinance (GPO) appropriating a total of $2,720,000 for Phase 01 of the Wash Creek Stormwater (06) project. The City anticipates $2,000,000 grant revenue from NC Emergency Management, and $356,000 grant revenue from NC Blueprint, to be matched by $364,000 from the Stormwater Fund ($64,000 in FY26, $300,000 in FY27).

FTA Audible Pedestrian Crossing Signals and Infrastructure Project #G2604. A grant project ordinance (GPO) appropriating a total of $150,25 from the Federal Transit Administration for the installation of 14 audible pedestrian signals and related infrastructure.

Helene Recovery Sullivan Park PARTF Grant Project #G2606. A grant project ordinance (GPO) appropriating a total of $361,762 in PARTF grant funds for the replacement of playground equipment and the relocation of restrooms.

Clear Creek Greenway #18026. A reimbursement resolution (RR) for the maximum principal amount of $5,414,019 for the installation and construction of the Clear Creek Greenway.

BUDGET IMPACT: $2,720,000 increase to the Stormwater Capital Project Fund.
$150,255 increase to the Grant Fund
$361,762 increase to the Grant Fund

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:
Grant Project Ordinance(s): Wash Creek Stormwater 06 Phase 01 Project #G2605, FTA Audible Pedestrian Crossing Signals and Infrastructure Project #G2604, Helene Recovery Sullivan Park PARTF Grant Project #G2606
Reimbursement Resolution(s): Wash Creek Stormwater 06 Phase 01 Project #G2605, FTA Audible Pedestrian Cross Signal and Infrastructure Project #G2604, Helene Recovery Sullivan Park PARTF Grant Project #G2606, Clear Creek Greenway Project #18026

Ordinance #_____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FTA AUDIBLE PEDESTRIAN CROSSING SIGNALS AND INFRASTRUCTURE GRANT PROJECT, #G2604

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the FTA Audible Pedestrian Crossing Signals and Infrastructure Grant Project, #G2604.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1560	N/A	G2604	FTA Grant Expenditures	$150,255
				Total Project Appropriation	**$150,255**

Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2604	Grant (FTA 2026)	($150,255)
				Total Project Appropriation	**($150,255)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this grant project shall be furnished to the City Clerk, Finance Director, and City Manager for direction in carrying out this project.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 8th day of January 2025.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Ordinance #_____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE HELENE RECOVERY FUND SULLIVAN PARK PARTF GRANT PROJECT, #G2606

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the Helene Recovery Sullivan Park PARTF Grant Project, #G2606.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1525	N/A	G2606	PARTF Grant Expenditures	$361,762
				Total Project Appropriation	**$361,762**

Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2606	Grant (PARTF 2026)	($361,762)
				Total Project Appropriation	**($361,762)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this grant project shall be furnished to the City Clerk, Finance Director, and City Manager for direction in carrying out this project.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 13th day of May 2026.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Resolution #_____

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF WASH CREEK STORMWATER 06 PHASE 01 PROJECT (#G2605), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $2,720,000.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 13th day of May 2026.

_____
Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Ordinance #_____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WASH CREEK STORMWATER 06 PHASE 01 PROJECT, #G2605

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the Wash Creek Stormwater 06 Phase 01 Project, #G2605.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
467	7555	550102	G2605	Capital Outlay-CIP	$2,356,000
467	7555	550103	G2605	Capital Outlay-Services/Fees	$364,000
				Total Project Appropriation	**$2,720,000**

Section 3: The following revenues are anticipated to be available:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
467	0000	420050	G2605	Grant (NCEM)	($2,000,000)
467	0000	420050	G2605	Grant (NC Blueprint)	($356,000)
467	0000	470100	G2605	Transfer In (from 067, FY26)	($64,000)
467	0000	470100	G2605	Transfer In (from 067, FY27)	($300,000)
				Total Project Revenue	**($2,720,000)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Stormwater Fund, Stormwater Capital Reserve Fund, and Stormwater Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

Section 5: Funds may be advanced from the General Fund, Stormwater Fund, Stormwater Capital Reserve Fund, and Stormwater Capital Project Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

Section 6: The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.

Section 7: The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.

Section 8: Copies of this grant project shall be furnished to the City Clerk, Finance Director, and City Manager for direction in carrying out this project.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 13th day of May 2026.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Resolution #_____

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF HELENE RECOVERY SULLIVAN PARK PARTF PROJECT (#G2606), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $361,762.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 13th day of May 2026.

_____
Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Resolution #_____

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE CLEAR CREEK GREENWAY PROJECT (#18026), ORDINANCE #O-21-08 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $5,414,019.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 13th day of May 2026.

_____
Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Resolution #_____

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF FTA AUDIBLE PEDESTRIAN CROSSING SIGNALS AND INFRASTRUCTURE PROJECT (#G2604), ORDINANCE #_____ (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $150,255.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 13th day of May 2026.

_____
Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa, Sustainability Manager

MEETING DATE: 05/13/2026

AGENDA SECTION: CONSENT AGENDA

DEPARTMENT: Public Works

TITLE OF ITEM: Approval to accept the grant awards for the Tree Canopy Assessment, Tree Inventory, & Urban Forestry Management Plans, funded by the N.C. Forest Service Climb to Managing Community Grant and Tree Maintenance and Planting Project Grant - *Caitlyn Gendusa, Sustainability Manager*

SUGGESTED MOTION(S):

I move City Council approve the grant awards for the Climb to Managing Community Grant and Tree Maintenance and Planting Project Grant from the North Carolina Forest Service.

SUMMARY:

The N.C. Forest Service has $7.8 million in funds for the Urban and Community Forestry Financial Assistance Program. Under this program there are six offerings which the City of Hendersonville has applied and been conditionally awarded two grants.

The First grant, Climb to Managing Community is designed to help municipalities that have achieved Tree City USA standards complete practices and activities to meet the standards to achieve the NCFS U&CF Managing Community designation. This grant scope includes the completion of an Urban Forestry Management Plan.

The second grant is for the Tree Maintenance and Planting track which is designed to help municipalities that have achieved Tree City USA standards meet tree maintenance needs. This grant scope includes the completion of a tree canopy cover assessment and tree inventory.

Both grant tracts were awarded under the Hurricane Helene Recovery assistance which does not require a match. The total conditional award is approximately $298,014.

BUDGET IMPACT: No match required

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

N/A

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF ACCEPTING THE GRANT AWARDS BY THE U.S. FOREST SERVICE CLIMB TO MANAGING COMMUNITY GRANT AND TREE MAINTENANCE AND PLANTING PROJECT GRANT FOR AN URBAN FORESTRY MANAGEMENT PLAN, TREE INVENTORY, AND TREE CANOPY ASSESSMENT

WHEREAS, the North Carolina Forest Service was allotted $7,800,000 for the Urban and Community Forestry Financial Assistance Program;

WHEREAS, the City of Hendersonville City Council holds a core value to prioritize the protection of existing tree canopy and the development of greenspaces and parks and believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects;

WHEREAS, the City of Hendersonville wishes to pursue funding opportunities that would allow the City to complete an urban forestry management plan, tree inventory, and tree canopy assessment; and

WHEREAS, the City's financial resources have limited the City's ability to fund these initiatives, making grant funding crucial to implementation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City hereby endorses the application for the N.S. Forest Service Climb to Managing Community Grant and Tree Maintenance and Planting Project Grant and if approved will provide staff assistance for the duration of the project; and

2. The City Manager is authorized to execute said application.

   Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May, 2026.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

(Continued on following page)

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Daniel Heyman **MEETING DATE:** May 13, 2026

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Legal

TITLE OF ITEM: Resolution Authorizing the Donation of Two Surplus Police Cruisers to Blue Ridge Community College – *Daniel Heyman, Assistant City Attorney*

SUGGESTED MOTION(S):

I move that the City Council adopt the Resolution by the Hendersonville City Council to Authorize the Donation of Two Police Cruisers to Blue Ridge Community College.

SUMMARY:

The Police Department has a two police cruisers, a 2018 and 2019 Ford Explorer, that are no longer used by the Department. We wish to donate the cruisers to Blue Ridge Community College for use in their Law Enforcement Training programs. The donation is authorized under §160A-274.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Proposed Resolution

Bills of Sale

BILL OF SALE OF MOTOR VEHICLE / AUTOMOBILE
(Sold "As-Is" without Warranty)

STATE OF: North Carolina
COUNTY OF: Henderson

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Hendersonville (Seller), a North Carolina Municipal Corporation, for no consideration ($0.00), does hereby gift, donate, and transfer to the State Board of Community Colleges C/O Blue Ridge Community College (Buyer) pursuant to the authority of N.C.G.S. § 160A-274, the following motor vehicle (Vehicle), which is located in the County of Henderson, North Carolina:

Make:	**Ford**
Model:	**Explorer**
Body Type:	**SUV**
Year:	**2019**
VIN:	**1FM5K8ARXKGA28695**
City ID:	**14-184**

To have and to hold the same unto Buyer and Buyer's executors, administrators, and assigns, forever.

WARRANTY OF OWNERSHIP. The Seller warrants that the Seller is the true and lawful owner of the Vehicle, and that the Vehicle is free of any and all legal claims, encumbrances, and offsets by others.

DISCLAIMER OF ALL OTHER WARRANTIES. OTHER THAN THE SELLER'S WARRANTY OF OWNERSHIP STATED ABOVE, THE BUYER TAKES THE VEHICLE "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS CONDITION. THE BUYER HAS PERSONALLY INSPECTED THE VEHICLE AND ACCEPTS IT "AS-IS".

SELLER: THE CITY OF HENDERSONVILLE

BY: _____
John F. Connet, City Manager

_____
Date

BUYER: STATE BOARD OF COMMUNITY COLLEGES C/O BLUE RIDGE COMMUNITY COLLEGE

BY: _____
Print Name and Title:

_____
Date

BILL OF SALE OF MOTOR VEHICLE / AUTOMOBILE
(Sold "As-Is" without Warranty)

STATE OF: North Carolina
COUNTY OF: Henderson

KNOW ALL PERSONS BY THESE PRESENTS:

That the City of Hendersonville (Seller), a North Carolina Municipal Corporation, for no consideration ($0.00), does hereby gift, donate, and transfer to the State Board of Community Colleges C/O Blue Ridge Community College (Buyer) pursuant to the authority of N.C.G.S. § 160A-274, the following motor vehicle (Vehicle), which is located in the County of Henderson, North Carolina:

Make:	**Ford**
Model:	**Explorer**
Body Type:	**SUV**
Year:	**2018**
VIN:	**1FM5K8AR4JGA26648**
City ID:	**14-185**

To have and to hold the same unto Buyer and Buyer's executors, administrators, and assigns, forever.

WARRANTY OF OWNERSHIP. The Seller warrants that the Seller is the true and lawful owner of the Vehicle, and that the Vehicle is free of any and all legal claims, encumbrances, and offsets by others.

DISCLAIMER OF ALL OTHER WARRANTIES. OTHER THAN THE SELLER'S WARRANTY OF OWNERSHIP STATED ABOVE, THE BUYER TAKES THE VEHICLE "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS CONDITION. THE BUYER HAS PERSONALLY INSPECTED THE VEHICLE AND ACCEPTS IT "AS-IS".

SELLER: THE CITY OF HENDERSONVILLE

BY: _____
John F. Connet, City Manager

_____
Date

BUYER: STATE BOARD OF COMMUNITY COLLEGES C/O BLUE RIDGE COMMUNITY COLLEGE

BY: _____
Print Name and Title:

_____
Date

Resolution #__-____

RESOLUTION BY THE HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE DONATION OF TWO POLICE CRUISERS TO BLUE RIDGE COMMUNITY COLLEGE

WHEREAS, the Hendersonville Police Department owns two surplus police cruisers, being: (1) a 2019 FORD EXPLORER, VIN: 1FM5K8ARXKGA28695, COH Vehicle ID: 14-184, and (2) a 2018 FORD EXPLORER, VIN: 1FM5K8AR4JGA26648, COH Vehicle ID: 14-185; and

WHEREAS, the police cruisers are no longer in use by the Police Department; and

WHEREAS, Blue Ridge Community College ("BRCC") desires to acquire the police cruisers for use in their Law Enforcement Training programs; and

WHEREAS, N.C.G.S § 160A-274 authorizes the City to exchange with, lease to, lease from, sell to, or purchase from any other governmental unit, including BRCC any interest in real or personal property upon such terms and conditions as the governmental unit deems wise, with or without consideration; and;

WHEREAS, the City of Hendersonville has determined that it is in the best interest of the City to convey police cruisers to BRCC, and deems it wise to do so for no consideration.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The following Police Cruisers are deemed surplus and approved to be sold:
    a. 2019 FORD EXPLORER, VIN: 1FM5K8ARXKGA28695, COH Vehicle ID: 14-184
    b. 2018 FORD EXPLORER, VIN: 1FM5K8AR4JGA26648, COH Vehicle ID: 14-185

2. The City Council Councils authorizes the conveyance Police Cruisers described hereinabove to the State Board of Community Colleges C/O Blue Ridge Community College, for no consideration, in accordance with §160A-274.

3. The City Manager is authorized to execute the Bill of Sale with theState Board of Community Colleges C/O Blue Ridge Community College.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

Attest: _____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form: _____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** May 13, 2026

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Public Services

TITLE OF ITEM, Presenter Name, Title: Resolution for the City of Hendersonville to Apply for a USDOT Safe Streets and Roads for All (SS4A) Grant for the Safe Streets for Hendersonville: 7th Avenue Safety Implementation Project – *Brent Detwiler, Assistant City Manager, Public Services*

SUGGESTED MOTION(S): I move that City Council approve the resolution to submit a Safe Streets and Roads for All (SS4A) Implementation Grant application to the U.S. Department of Transportation for the Safe Streets for Hendersonville: 7th Avenue Safety Implementation Project.

SUMMARY:

This item is a resolution authorizing the City of Hendersonville to apply for funding through the U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) program. The proposed project focuses on safety and streetscape improvements along approximately 0.41 miles of 7th Avenue, building upon prior investments and addressing documented crash history and pedestrian safety needs.

The project includes enhanced pedestrian infrastructure, ADA-compliant upgrades, traffic calming features, and corridor improvements designed to reduce roadway fatalities and serious injuries while improving accessibility and connectivity between historic neighborhoods and downtown.

The SS4A program is a competitive federal grant program that supports implementation of projects aligned with the Safe System Approach, with a focus on reducing fatalities and serious injuries for all roadway users.

The application is due May 26, 2026.

BUDGET IMPACT: The total estimated project cost will be approximately $10 million. The City anticipates requesting up to $8 million in federal funding, with a required local match of approximately $2 million (20%), to be funded through existing and planned capital allocations.

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. Local match funding will be programmed through the City's capital improvement planning process, including allocations typically used for sidewalk, resurfacing, and related infrastructure improvements.

ATTACHMENTS: none

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF AN APPLICATION FOR USDOT SAFE STREETS AND ROADS FOR ALL GRANT FUNDING TO CONSTRUCT THE SAFE STREETS FOR HENDERSONVILLE: 7TH AVENUE SAFETY IMPLEMENTATION PROJECT

WHEREAS, the City Council of the City of Hendersonville considers safe vehicular, bicycle, and pedestrian transportation infrastructure to be of utmost importance to the region by providing Western North Carolina with modern transportation opportunities as well as increased economic viability and community development; and

WHEREAS, the United States Department of Transportation has established the Safe Streets and Roads for All (SS4A) Grant Program to support initiatives that prevent fatalities and serious injuries on roads and streets for all roadway users; and

WHEREAS, the City intends to submit an SS4A Implementation Grant application for the Safe Streets for Hendersonville: 7th Avenue Safety Implementation Project; and

WHEREAS, the 7th Avenue project will improve safety and accessibility along approximately 0.41 miles of 7th Avenue with improved sidewalks, street trees, pedestrian lighting, stormwater infrastructure, curb bump outs, pedestrian amenities, site furnishings, ADA-compliant upgrades, and related safety improvements; and

WHEREAS, the project will address existing crash history, fill multimodal network gaps, improve access for users of all ages and abilities, and create a safer connection between historic neighborhoods, the 7th Avenue Historic District, Downtown Hendersonville, and nearby trails and greenways;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City of Hendersonville shall submit an application to USDOT for a Safe Streets and Roads for All Implementation Grant to fund the design and construction of the Safe Streets for Hendersonville: 7th Avenue Safety Implementation Project in Henderson County; and
2. The Mayor and/or City Manager shall hereby be authorized on behalf of the City of Hendersonville to execute any and all documents required for the City to complete and submit the grant application for up to $10,000,000.00 in funding with commitment of $2,000,000.00 in matching funds from the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/13/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Support for Laurel Meadows LIHTC Application – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council approve the Resolution of Support for the Laurel Meadows LIHTC Application.

SUMMARY:

Woda Cooper has submitted a Low-Income Housing Tax Credit (LIHTC) application for the Laurel Meadows multi-family project. Affordable housing is a primary strategic goal for the City Council.

BUDGET IMPACT: $ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Resolution

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE FEDERAL TAX CREDIT APPLICATION FOR LAUREL MEADOWS APARTMENTS

WHEREAS, Woda Cooper Companies has submitted a federal tax credit application to the North Carolina Housing Finance Agency for Laurel Meadows Apartments, Application #APP26-0171 (Laurel Meadows); and

WHEREAS, Laurel Meadows consists of seventy-seven (77) multi-family housing units on Mitchelle Dr; and

WHEREAS, UNC's Development Finance Initiative (DFI) independent analysis of the City of Hendersonville's housing shortage determined that 2,000-2,200 units, affordable to low-to-moderate income households, are needed in the City's jurisdiction over the 3 years; and

WHEREAS, since 2020, 435 subsidized affordable units have been entitled within the City of Hendersonville with 43 subsidized affordable multi-family units having been constructed; and

WHEREAS, Woda Cooper's previous LIHTC project, Hawkins Pointe, is responsible for the provision of the 43 affordable multi-family units constructed in the City of Hendersonville since 2020; and

WHEREAS, the City Council has a core belief that it must pursue and provide opportunity for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Council supports Woda Cooper Companies Inc's application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

Attest: _____ Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/13/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Support for Meadowcrest LIHTC Application – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council approve the Resolution of Support for the Meadowcrest LIHTC Application.

SUMMARY:

Housing Assistance Corporation has submitted a Low-Income Housing Tax Credit (LIHTC) application for the Meadowcrest multi-family project. Affordable housing is a primary strategic goal for the City Council.

BUDGET IMPACT: $ NA

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Resolution

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE FEDERAL TAX CREDIT APPLICATION FOR MEADOWCREST APARTMENTS

WHEREAS, Housing Assistance Corporation has submitted a federal tax credit application to the North Carolina Housing Finance Agency for Meadowcrest Apartments, Application #APP26-0087 (Meadowcrest); and

WHEREAS, Laurel Meadows consists of one hundred thirty-two (132) multi-family housing units on Dermid Circle; and

WHEREAS, UNC's Development Finance Initiative (DFI) independent analysis of the City of Hendersonville's housing shortage determined that 2,000-2,200 units, affordable to low-to-moderate income households, are needed in the City's jurisdiction over the 3 years; and

WHEREAS, since 2020, 435 subsidized affordable units have been entitled within the City of Hendersonville with 43 subsidized affordable multi-family units having been constructed; and

WHEREAS, Housing Assistance Corporation has successfully constructed affordable multi-family units in Hendersonville and Henderson County; and

WHEREAS, the City Council has a core belief that it must pursue and provide opportunity for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Council supports Housing Assistance Corporation's application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

Attest: Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 05/13/2026

AGENDA SECTION: Presentations **DEPARTMENT:** Administration

TITLE OF ITEM: Core of the City Participant Recognition – *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:

Recognition of the participants who successfully completed the Core of the City Academy for the year 2026.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS: List of participants.

Name

Eileen Leon
Nickolas Schmieder
Holly Pace
Nancy Diaz
Kelly Pace
Jillian Galloway
Sean Budgin
Katherine Campbell
Nick Lucey
David Rutecki
Ludwig Burkle
JoAnn Miner
Brenda Sherrer
Richard Lepak
Jason McCammon
Jesse Shepherd
James Walsh
Tom Fisch
Gary Heisey

Proclamation

National Bike Month – May 2026

WHEREAS, the bicycle, first developed in the early 19th century and evolving into the modern "safety bicycle" of the late 1800s, has long served as an affordable, efficient, and accessible mode of transportation that supports both recreation and daily mobility needs ; and

WHEREAS, bicycling remains a human-powered, energy-efficient, and environmentally sustainable form of transportation that reduces traffic congestion, lowers emissions, and promotes public health through physical activity; and

WHEREAS, communities across the United States, including the City of Hendersonville, are experiencing a growing demand for safe, accessible, and connected bicycle infrastructure as more residents and visitors choose bicycling for transportation and recreation; and

WHEREAS, despite this increased interest, bicyclist safety remains a significant concern, with nearly 1,000 bicyclists killed and over 120,000 injured annually in crashes in the United States, and recent data showing rising fatalities over the past decade; and

WHEREAS, these trends disproportionately impact the City's most vulnerable residents and highlight the urgent need for continued investment in safe streets, protected facilities, education, and policies that support all roadway users and reduce serious injuries and fatalities; and

WHEREAS, the City of Hendersonville is committed to advancing multimodal transportation options and recognizes bicycling as a vital component of a balanced and resilient transportation system; and

WHEREAS, the City proudly partners with entities such as the **French Broad River Metropolitan Planning Organization**, **Bike.Walk.HVL**, and the **Blue Ridge Bicycle Club** to promote bicycle safety, education, advocacy, and infrastructure improvements throughout the region; and

WHEREAS, the City supports and encourages participation in **Strive Not to Drive Week**, taking place May 15 through May 22, 2026, as an opportunity for residents to explore alternative transportation options, including bicycling, walking, and transit; and

WHEREAS, the City of Hendersonville is responsible for maintaining 136 lane miles of local streets, 10.7 lane miles of which feature on-street bicycle facilities; and

WHEREAS, the City of Hendersonville features 5.4 miles of off-street bicycle trails & greenways; and

WHEREAS, the City of Hendersonville provides feedback to NCDOT to guide improved bicycle and pedestrian facilities on its state-maintained streets; and

WHEREAS, the City of Hendersonville, with projects such as the 1.8-mile Clear Creek Greenway - which is slated for completion in the Spring of 2027, continues to invest in bicycle-friendly infrastructure, policies and programs that enhance quality of life, support economic vitality, and foster a safe and active community.

NOW, THEREFORE, I, Mayor Barbara Volk, Mayor of the City of Hendersonville, North Carolina, do hereby proclaim May, 2026 as

"NATIONAL BIKE MONTH"

in the City of Hendersonville, and encourage all residents to celebrate by bicycling safely, supporting local initiatives, and promoting a culture of respect and awareness for all who share our streets.

PROCLAIMED this 13th day of May, 2026.

Seal

_____
Barbara G. Volk, Mayor
City of Hendersonville

Attest:_____
Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman **MEETING DATE:** May 13, 2026

AGENDA SECTION: Council Action **DEPARTMENT:** Public Works

TITLE OF ITEM, National Public Works Week Proclamation

SUGGESTED MOTION(S): I move the Mayor and City council proclaim May 17-23rd as National Public Works Week.

SUMMARY:

Mayor and City Council are requested to proclaim May 17–23, 2026, as National Public Works Week in the City of Hendersonville. National Public Works Week, sponsored annually by the American Public Works Association (APWA), recognizes the contributions of public works professionals who maintain and improve essential public infrastructure and services.

The proclamation recognizes the efforts of City staff responsible for maintaining streets, sidewalks, traffic systems, sanitation services, fleet operations, storm response, and other critical public facilities and infrastructure that support the safety, health, and quality of life of the Hendersonville community.

No fiscal impact is associated with this item.

BUDGET IMPACT: None

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

PROJECT NUMBER: N/A **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: Tom Wooten

ATTACHMENTS:

Proclamation

Proclamation

National Public Works Week 2026

May 17–23, 2026

WHEREAS, public works professionals provide essential services that support the health, safety, and quality of life of the residents of the City of Hendersonville; and

WHEREAS, the City of Hendersonville Public Works Department and related operations divisions maintain and improve critical public infrastructure and services, including more than 134 lane miles of City streets, sidewalks, bridges, traffic signals, streetlights, parking facilities, sanitation services, fleet maintenance operations, storm response, and public rights-of-way; and

WHEREAS, City staff maintain thousands of traffic control devices and public assets throughout the community, including over 8,000 traffic signs and posts, City-owned traffic signals, decorative streetlights, parking systems, and other infrastructure essential to safe and efficient transportation; and

WHEREAS, Hendersonville public works and utility professionals work year-round to provide sanitation and recycling collection, maintain City vehicles and equipment, support special events, respond to storms and emergencies, and ensure reliable operation of the City's infrastructure systems; and

WHEREAS, these dedicated employees often work under challenging conditions and during emergency events to protect public safety, preserve public infrastructure, and maintain essential services for residents, businesses, and visitors; and

WHEREAS, the American Public Works Association has designated May 17–23, 2026, as National Public Works Week with the theme "People, Purpose, Presence," recognizing the individuals whose work positively impacts communities every day; and

WHEREAS, National Public Works Week provides an opportunity to recognize the contributions of public works professionals and to increase public awareness of the importance of public infrastructure and services;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Hendersonville, North Carolina, that May 17–23, 2026, is hereby designated as

"National Public Works Week"

in the City of Hendersonville, and the City Council encourages all residents to recognize and thank the public works professionals who serve our community each day through their dedication, professionalism, and commitment to public service.

PROCLAIMED this 13th day of May, 2026.

Seal

_____
Barbara G. Volk, Mayor
City of Hendersonville

Attest: _____
Jill Murray, City Clerk

CITY OF HENDERSONVILLE

The City of Four Seasons

A PROCLAMATION FOR NATIONAL HISTORIC PRESERVATION MONTH IN HENDERSONVILLE, NC

WHEREAS, Historic Preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability, *and*

WHEREAS, The historic houses and buildings of Hendersonville help make our City unique and provide links with the aspirations and attainments of the City's pioneers and their descendants, *and*

WHEREAS, These fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage, *and*

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, *and*

WHEREAS, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people, *and*

WHEREAS, Historic Preservation Month can instill awareness of the local historically significant buildings and landmarks to the residents of Hendersonville and surrounding communities; and

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, North Carolina, on behalf of the City Council, do hereby acknowledge May to be Historic Preservation month in the City of Hendersonville and call upon our fellow citizens to recognize and participate in this special observance. Our work to protect our community heritage proves that In Hendersonville we are "One Team One Goal."

PROCLAIMED this 13th day of May, 2026.

Seal

_____
Barbara G. Volk, Mayor
City of Hendersonville

Attest: _____
Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Deputy City Manager

MEETING DATE: May 13th, 2026

AGENDA SECTION: Presentations

DEPARTMENT: Administration

TITLE OF ITEM: Municipal and County Administration Graduate Recognition – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to recognize Jay Heatherly for graduating from the UNC School of Government Municipal and County Administration program.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Deputy City Manager

MEETING DATE: May 13th, 2026

AGENDA SECTION: Presentations

DEPARTMENT: Administration

TITLE OF ITEM: Communications Department Awards – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to recognize the City's Communications Department for winning two excellence in communications awards from the North Carolina City and County Communicators Conference (NC3C).

The City of Hendersonville was among 39 North Carolina jurisdictions to earn recognition in the North Carolina City & County Communicators (NC3C) 2026 Excellence in Communications Awards. A record-setting 266 award program entries were judged by professional communications peers from the Minnesota Association of Government Communicators. Hendersonville's Communications Department, comprised of Communications Director Allison Justus and Communications Coordinator Brandy Heatherly, brought home two awards.

The documentary 'Stronger Than the Storm: Remembering Hurricane Helene in Hendersonville' earned second place in the Special Programming category, and 'Storm Sweep: Cleaning Up After Helene' earned second place in the Social Campaign category. The awards were announced on April 9, 2026, during NC3C's annual conference.

"As our organization has grown over the last two decades, the awards contest has become increasingly more competitive each year," said NC3C President Adam Gaub. "This year's contest saw entries increase by more than 33 percent from last year's record-setting amount. Phenomenal work is being done by communicators across the Tar Heel State, and any organization taking home an award this year should be extremely proud of their success."

The purpose of North Carolina City & County Communicators is to encourage professional development and networking among local governmental communications professionals. The organization was formed in March 2007 and consists of professional government communicators from around the state. For more information about NC3C, visit www.nc3c.com.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Daniel Heyman, Assistant City Attorney

MEETING DATE: May 13, 2026

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Legal Department

TITLE OF ITEM: Public Hearing to Close Out the 2021 CDBG-NR Project (7th Ave Revitalization) Grant 19-C-3128 – *Daniel Heyman, Assistant City Attorney*

SUGGESTED MOTION(S):

N/A

SUMMARY:

The City of Hendersonville received $750,000 in CDBG-NR (Community Development Block Grant – Neighborhood Revitalization) funding from the NC Department of Commerce to assist in the creation of pedestrian way and sidewalks, curb and guttering, and housing rehabilitation to serve low-income households in the 7th Avenue area. The rehabilitation and construction work is finished.

Staff will provide a final update of the project and preview work planned in the next CDBG-NR funding cycle.

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Deputy City Manager

MEETING DATE: May 13th, 2026

AGENDA SECTION: New Business

DEPARTMENT: Administration

TITLE OF ITEM: FY27-FY29 Strategic Plan Update – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to present the first draft of the strategic plan document.

BUDGET IMPACT: $

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 05/13/2026

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Request to Participate in Mud Creek Watershed Stormwater Study – *John Connet, City Manager or Mike Huffman, Stormwater Director*

SUGGESTED MOTION(S):

I move that the City Council authorize the contribution of $8,000 from the Stormwater Fund to the Mud Creek Stormwater Study under the condition that the City of Hendersonville Stormwater Director is on the study steering committee.

SUMMARY:

Henderson County, Conserving Carolina, City of Hendersonville and others are partnering a grant application to study the Mud Creek Watershed to determine if flooding can be reduced in Hendersonville. Staff is requesting the allocation of $8,000 under the condition that Mike Huffman be part of the steering committee. The funding will be needed in FY 2026-2027.

BUDGET IMPACT: $8,000

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

Conserving Carolina Pledge Form

Mud Creek Watershed
Planning Grant Match Campaign
Deadline for submission: July 1, 2026

PLEDGE FORM

Conserving Carolina has been awarded a Planning Grant from the North Carolina Land and Water Fund. This grant encourages local participation and commitment by requiring a matching contribution. Conserving Carolina seeks to raise at least $25,000 from the public to meet the local match. To date we have secured $9,000 of the $25,000 needed to match the grant.

The purpose of this pledge is to support planning efforts for improvements to the Mud Creek Watershed (also known as Oklawaha) in Henderson County. These efforts aim to mitigate flooding through conservation, stream and wetland restoration, and stormwater improvements. The resulting designs will help reduce impairment and minimize impacts on land, businesses, and infrastructure.

Pledge Commitment: I/we, _____, hereby pledge $_____ to be used as part of the Planning Grant match.

Payment Terms: Payment will be needed within 60 days of request by Conserving Carolina and no later than December 31, 2026.

Your contribution is tax-deductible to the extent allowed by law.

Donor Signature(s):
_____ Date: _____
_____ Date: _____

Donor Information:
Name(s): _____
Address: _____
City: _____ State: _____ Zip: _____
Email: _____

[____] I wish to remain anonymous in any public recognition related to this pledge/contribution.

Thank you for your generous pledge of support!

Please return this pledge form to: Conserving Carolina
847 Case Street Hendersonville, NC 28792
Attn: Jenn Tutor, Development Director
OR email to jenn@conservingcarolina.org

Financial information about Conserving Carolina and a copy of its NC Solicitation License are available from the State Solicitation Licensing Branch at 919-807-2214 or 888-830-4989. Our Federal Employer Identification Number is 56-6449365.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 05/13/2026

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Intent to Join C-PACE Program – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the Resolution of Intent to join the C-PACE Program

SUMMARY:

The C-PACE Program is new financing program administered by Economic Development Partnership of North Carolina. The C-PACE Program provides additional capital financing options to commercial property owners who are making energy, water and resiliency improvements. There is little to no risk to the City of Hendersonville.

BUDGET IMPACT: $ None

Is this expenditure approved in the current fiscal year budget? NA

If no, describe how it will be funded. NA

ATTACHMENTS:

C-PACE Program Description

NORTH CAROLINA C-PACE PROGRAM GUIDELINES AND TOOLKIT

Administered by:

The Economic Development Partnership of North Carolina (EDPNC)

Sponsored and Approved by:

The North Carolina Department of Commerce

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G. Form of Assessment Agreement

H. Form of Notice of C-PACE Assessment and Lien

I. Form of Assignment of C-PACE Lien and Assessment Agreement

I. Introduction to C-PACE

In 2024, the North Carolina State legislature passed SB 802, with the following purpose:

> "The use of a C-PACE Program creates an additional financing mechanism for property owners to use private funds to finance improvements to their eligible property, thereby driving economic development by creating a diversity of jobs in the resilience and clean energy sectors of the economy. The assessment requires minimal upfront costs and provides a more accessible financial mechanism to fund improvements that will increase the tax value of the affected properties at minimal administrative cost to local governments. C-PACE improvements allow property owners to save on their utility bills because the improvements lead to energy or utility savings and will result in improved indoor air quality or increased resilience, which will increase the ability of communities and local governments to respond to natural disasters and improve public health."

Under North Carolina General Statutes §160A-239.11 et seq. (the "C-PACE Act"), The Economic Development Partnership of North Carolina (EDPNC) is designated to administer a Commercial Property Assessed Capital Expenditure (C-PACE) Program. This Program allows owners of qualifying commercial property to obtain long-term financing from private capital providers for certain qualifying improvements up to 35% of the value of the property. Qualifying Improvements include energy efficiency, renewable energy, resiliency, and water conservation as well as improvements made to address safe drinking water. Similar C-PACE programs are active in over 36 states and have attracted more than $7 billion in private investment for thousands of properties.

Counties and cities in North Carolina may participate in the statewide C-PACE Program to support commercial, industrial, agricultural, and multifamily property owners with access to financing for efficient and resilient building improvements (N.C.G.S. §160A-239.15). Joining the statewide program does not expose a local government to any financial or legal liability (N.C.G.S. §160A-239.16 (a)). Private capital providers and the statewide administrator, EDPNC, will assist interested commercial property owners to apply for C-PACE financing. Local governments that join the C-PACE Program will be reimbursed for actual and reasonable costs associated with executing documents related to C-PACE assessments (N.C.G.S. §160A-239.15a(5)). To cover these costs, EDPNC will collect a $500 administration fee for approved C-PACE projects at time of closing. Except for executing documents necessary for a C-PACE financing, there is no other administrative involvement by the local government. Joining the C-PACE Program is a voluntary 3-step process, with support of EDPNC:

1) Adopt a Resolution of Intent
2) Hold a public hearing
3) Adopt a final Resolution to join the C-PACE Program

A C-PACE assessment is secured by a voluntary senior lien on the property imposed by the local government at the property owner's request and is paid back over time. The security of the C-PACE lien enables capital providers to offer C-PACE financing which spreads the cost of qualifying improvements over the useful life of the measures, a term generally lasting between 20-30 years.

C-PACE liens are junior in priority to all taxes and other governmental liens. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected. In the event of default, only the payments in arrears are due. If the property is sold, the C-PACE repayment obligation transfers automatically to the next owner unless it is fully repaid. No change in the Program or in North Carolina's C-PACE legislation will affect a property owner's eligibility or obligation to pay C-PACE assessments incurred. Local governments are not responsible for collection; duties for billing and collection will be delegated to and handled privately by the capital provider for the project financed (§160A-239.16 (b)).

II. Benefits of C-PACE

For Local Governments: C-PACE is an economic development tool. By making it more affordable for building owners to make major improvements to their buildings, local building stock is enhanced, which drives job creation. Energy and resiliency upgrades retain and attract new businesses by lowering utility costs, and in turn these upgrades generate higher property tax payments for local governments. C-PACE can also support local governments in their efforts to achieve energy and emissions reduction goals. The C-PACE program is structured to be cost-neutral for local governments and requires little-to-no administrative resources.

For Property Owners and Developers: One of the biggest barriers to converting potential projects to completed projects for efficiency and resiliency upgrades are the up-front costs. C-PACE financing typically requires little up-front investment, and qualifying improvements have a direct impact on property value. Energy and water efficiency measures also lower operating costs. C-PACE financing has the following additional benefits:

- Up to 100%, long-term financing. Many owners lack the capital to complete efficiency and resiliency improvements. All direct and indirect hard and soft costs incidental to the qualifying improvements can be included in C-PACE financing applications and are described on p.8.
- Transferrable upon sale. Some owners may need to sell their property before the C-PACE financing is fully repaid. The C-PACE lien and assessment are attached to the property and transfers to the new owner unless the prior owner pays off the assessment.
- Increased cash flow. C-PACE financing may be repaid over the useful life of the improvements, generally between 20-30 years. This is longer than other traditional commercial loans and therefore reduces the installment payments, having a positive effect on cash flow.

For Existing Mortgage Holders: C-PACE improvements can enhance property value and typically improve a building's longevity, thereby reducing the risk of property value decline over time. In addition, by reducing utility expenses, C-PACE financing increases property owners' net operating income, improving the stability of their business. C-PACE assessments are non-accelerating, meaning only current or past due annual payments can be collected each year while future payments stay with the property. As such, existing lienholders see their collateral improved without substantial increase in credit risk and with minimal impact on lien priority. C-PACE financing is not permitted without the consent of all existing mortgage holders and, under certain circumstances, the holders of certain other obligations encumbering commercial property.

For Energy Auditors, Architects, Building Engineers, and Contractors: When property owners can access financing for longer terms than are typically available, substantial efficiency and resiliency improvements become more affordable. Energy auditors, architects, engineers, and contractors can suggest C-PACE financing as a way for their clients to implement needed energy or resiliency upgrades that might otherwise be unaffordable. Since the demand for building efficiency and resiliency improvements will increase in a C-PACE-enabled jurisdiction, C-PACE is a powerful business growth catalyst for building professionals like energy auditors and contractors.

III. C-PACE Program Guidelines

These Program Guidelines are established as part of the C-PACE Toolkit, which includes information of the C-PACE Program, approval criteria, and forms necessary for property owners to obtain C-PACE financing.

1. Program Participation

Counties and cities may join the voluntary, statewide C-PACE Program by taking the following actions (N.C.G.S. §160A-239.15). Forms of Resolution of Intent Template *(Exhibit A)* and form of Resolution to Participate in the North Carolina C-PACE Program Template *(Exhibit B)* are provided by EDPNC.

☐ **Adopt a Resolution of Intent** that includes:

(1) Authorization for the C-PACE Program to operate within its jurisdictional boundaries and for EDPNC to provide administrative services

(2) A statement that the local government intends to:

(I) authorize C-PACE financing

(ii) authorize the imposition of C-PACE assessments on qualifying commercial properties benefitting from qualifying improvements to secure repayment of C-PACE financing

(iii) assign the C-PACE lien to the capital provider providing C-PACE financing

(iv) delegate billing, collection, and enforcement duties for the C-PACE assessment and C-PACE lien to capital providers

(3) A statement that the amount of a C-PACE financing and related assessment repayment terms shall be pursuant to the related financing agreement

(4) A statement identifying the local government department or employee that shall, upon receipt of an approved project application for C-PACE financing within its jurisdictional boundaries from the statewide administrator, execute documents related to the C-PACE assessment on behalf of the local government

(5) A statement that the local government shall be reimbursed by the statewide administrator for the actual and reasonable costs associated with the performance of the duties described in (4)

(6) A statement of the time and place for a public hearing on the proposed program

☐ **Conduct a public hearing** on the proposed C-PACE Program

☐ **Adopt a Resolution to join the C-PACE Program** after conducting a public hearing

- If a city wishes to participate in the C-PACE Program, the Resolution shall be effective only with the concurrence of the governing body of the respective county (Template Form provided in *Exhibit C*)

2. Program Administration

The Economic Development Partnership of North Carolina (EDPNC) is the statewide administrator of the North Carolina C-PACE Program, with support from the program sponsor, The North Carolina Department of Commerce. EDPNC will review Project Applications to confirm that they meet requirements of statute. After approving a Project Application, EDPNC will coordinate with the related participating local government for execution of the Assessment Agreement *(Exhibit G)*, Notice of C-PACE Assessment and Lien *(Exhibit H)*, and Assignment of C-PACE Lien and Assessment Agreement *(Exhibit I)*. The Assessment and Notice may be recorded by either EDPNC or the property owner and capital provider in the local government's county register of deeds. Annual reports regarding the C-PACE Program will be submitted by EDPNC to the North Carolina Department of Commerce annually.

EDPNC will:

- Accept C-PACE Project Applications from property owners and capital providers, with application fee
- Review Project Applications to determine compliance with the C-PACE Act
- Communicate to applicants the approval, conditional approval, or disapproval or their Project Application
- If a Project Application is approved, submit relevant closing documents to the local government for execution
- Record the Assessment Agreement and Notice of Assignment of C-PACE Lien, or delegate recording to the property owner and their capital provider
- Collect a processing fee and administration fee at closing of the C-PACE financing
- Submit an annual report to the North Carolina Department of Commerce

3. Program Fees

To offset the actual and reasonable costs of administering the C-PACE Program, as required by the C-PACE Act, EDPNC will collect a $750 application fee with each Project Application. For each approved Project Application, EDPNC will collect at closing of the C-PACE financing:

1. A processing fee equal to 1% of the total amount financed, not to exceed $25,000 (N.C.G.S. §160A-239.14(2b)).
2. A $500 administration fee to reimburse local governments for costs associated with their duties under the C-PACE Act (N.C.G.S. §160A-239.15a(5)).

These fees will be included in the C-PACE assessment and financing, to be paid by the property owner.

4. Government Has No Liability or Financial Responsibility

Neither the State nor any participating local government, its officers, or employees shall be personally liable for any actions taken pursuant to the C-PACE Act. Per the Act, the State nor any local government may use public funds to finance or repay C-PACE assessments, and all financing is obtained by commercial property owners from private-sector capital providers, including costs for program administration. A local government shall not be financially or legally liable or responsible for any assessment and lien imposed within its jurisdiction under the program. Neither the State nor any local government shall use public funds to fund or repay any C-PACE assessment. A local government shall not pledge, offer, or encumber its full faith and credit for any lien amount through a C-PACE Program.

5. Project Eligibility

This section outlines the roles and responsibilities of a C-PACE transaction and includes descriptions of project and participant eligibility requirements:

Capital providers may be any private entity, including its designee, successor, and assigns, that makes or funds C-PACE financing, including refinancing. Capital providers may submit their information to EDPNC to be listed as a prospective lender for C-PACE projects on the program website.

Property owner means the holder of title in fee simple to qualifying commercial property. The title to the qualifying commercial property may not be in dispute. The property owner must be current on all mortgage and property tax payments and cannot be insolvent or in bankruptcy proceedings. These requirements will be verified using the Checklist and Property Owner Certification *(Exhibit E)*

Property owners may receive funding for their qualifying improvements only from capital providers pursuant to a Financing Agreement negotiated between the property owner and capital provider. Neither the statewide administrator, the local government, nor program sponsor are party to this agreement. In the Financing Agreement, the property owner agrees to repay a capital provider for the C-PACE financing provided, including, but not limited to, any finance charges, fees, debt servicing, accrual of interest and penalties, and any terms relating to the treatment of prepayment and partial payment, and the billing, collection, and enforcement of the C-PACE financing. The financing agreement between the capital provider and the property owner shall be negotiated by the parties, including all terms and conditions of repayment, including interest, penalties, and prepayment.

Property owners are authorized to obtain C-PACE financing to:

(1) Directly purchase the related equipment and materials for the installation or modification of a qualifying improvement.
(2) Contract directly, including through lease, power purchase agreement, or other service contract, for the related equipment and materials used in the installation or modification of a qualifying improvement.

Qualifying commercial property means any privately-owned commercial, industrial, agricultural, or multi-family real property with five (5) or more dwelling units. This includes properties owned by nonprofit, charitable, or religious organizations. C-PACE financing may be provided to qualifying commercial properties for:

- The acquisition, construction (including new construction), adaptive reuse, lease, installation, or modification of qualifying improvements
- The refinancing of existing properties or new construction that have had qualifying improvements installed for no more than three (3) years prior to the date of Project Application. Exceptions will be approved by EDPNC on a case-by-case basis.

Qualifying improvements mean permanently affixed improvements on qualifying commercial property as part of construction or renovation, including one or more of the following:

- Energy efficiency measure - equipment, component, or program change that reduces energy use and that meets or exceeds then-existing State and Federal building codes and efficiency standards or conservation codes. This includes, but is not limited to, energy produced from a combined heat and power system that uses nonrenewable energy resources. Examples of eligible measures may also include, but are not limited to: air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; building modification to increase the use of daylight; window replacement; windows; energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of efficient lighting equipment; installations necessary for electrical connectivity; construction materials that use less carbon or have fewer emissions than comparable materials designed to serve the same purpose; or any other improvements necessary to achieve a sustainable building rating or compliance with a national model green building code.

- Resiliency measure - equipment, component, or program change including, but not limited to, storm retrofits, flood mitigation, stormwater management (including but not limited to green and gray infrastructure), wind resistance, indoor air quality improvement, electric vehicle charging station, backup energy generators enrolled in an electric public utility

demand response program, energy storage, and microgrids and other resilience projects as approved by the program administrator or sponsor. Examples of eligible measures may also include, but are not limited to: repairing, replacing, improving, or constructing a roof, including improvements that strengthen the roof deck attachment; creating a secondary water barrier to prevent water intrusion; installing wind-resistant shingles or gable-end bracing; and reinforcing roof-to-wall connections.

- Renewable energy measure - equipment, component, or program change that utilizes a renewable energy resource. Applicable renewable resources include: solar electric, solar thermal, wind, hydropower, geothermal, or ocean current or wave energy; biomass including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops, or landfill methane; waste heat derived from a renewable energy resource and used to produce electricity or useful, measurable thermal energy at a retail electric customer's facility; or hydrogen derived from a renewable energy resource. Renewable energy resources do not include peat, a fossil fuel, or nuclear energy resource.

- Water conservation measure - equipment, component, or program change to decrease water consumption or demand, either indoor or outdoor. This also includes measures to address safe drinking water.

On the Certificate of Qualifying Improvements, a licensed engineer or authorized representative of a licensed engineering firm will certify that qualifying improvements meet the following requirements on the form of Certificate of Qualifying Improvements *(Exhibit D).*

- All Buildings: Certification that all available electric public utility energy efficiency and demand response programs available to property owners, and any of their tenants, have been evaluated.

- Improvements to Existing Buildings:
  1. For renewable energy, energy efficiency, or water conservation measures, an energy analysis stating that the proposed qualifying improvements will result in:
     a. more efficient use or conservation of energy that meets or exceeds then-existing State and federal building codes and efficiency standards or conservation codes
     b. more efficient use or conservation of water
     c. the reduction of greenhouse gas emissions
     d. the addition of renewable sources of energy or water

  2. For resilience measures, certification that the qualifying improvements will result in improved resilience.

- New Construction: certification that the proposed qualifying improvements will allow the project to exceed the energy or water efficiency requirements of the current State building code (or an equivalent standard), or in the case of a resiliency measure, achieve compliance with a national model resiliency standard (or equivalent standard).
  - At time of publication of these guidelines, national standards for resiliency are led by the U.S. Green Building Council. EDPNC will consider improvements that could apply for least 1 point on the LEED Climate Resilience Screening Tool as eligible. Certification by LEED for Cities, SITES, and PEER will also qualify

related measures. More information can be found here: https://www.usgbc.org/about/priorities/resilience.
    - EDPNC or Department of Commerce will review measures that qualify under other national models for resiliency standards on a case-by-case basis.

Financing for C-PACE assessments may include, but are not limited to:

- *Hard costs:* all costs related to direct installation and construction contracts, including materials, labor, and overhead associated with the qualifying improvements. Costs ancillary to the direct installation and construction contracts for improvements, such as changes to interior walls or ceilings to accommodate new piping or ducting, remediation of asbestos or mold, or other related costs, are also included.
- *Soft costs:* indirect costs that are not considered direct construction costs but are necessary to complete the qualifying improvements. Examples include but are not limited to:
    - Project management
    - Application and closing fees (e.g., program administrator fees)
    - Title reports and credit checks
    - Financial services (e.g., capital provider fee, project developer fee)
    - Legal services (e.g., property owner legal, capital provider legal)
    - Recording taxes and fees, and escrow disbursement fees
    - Architectural and engineering costs related to the qualifying improvements
    - Consulting reports (e.g., technical review, energy audit, commissioning reports, measurement and verification, feasibility studies, financial projections, surveys)
    - Due diligence reports (e.g., appraisal, environmental, physical condition assessments)
    - Inspection fees
    - Energy savings performance guaranty or insurance
    - Building accreditation(s)
    - Permitting fees
    - Interest reserves
    - Capitalized interest, in an amount determined by the owner of the commercial property and the capital provider
- Any other fees or costs incurred by the property owner incident to the installation, modification, or improvement on a specific or pro rata basis, as determined by the program administrator

The term of C-PACE financing, excluding any capitalized interest or interest only periods, may not exceed the weighted average useful life of qualifying improvements and begins from first repayment. Installments for repayment of the assessment do not need to be equal. The total C-PACE financing amount shall not exceed 35% of the property's expected stabilized value with the proposed qualifying improvements installed (N.C.G.S. §160A-239.18(c)).

6. Application and Closing Process

The Program has adopted the following documents as part of the Project Application:

- Certificate of Qualifying Improvements *(Exhibit D)*
- Checklist and Property Owner Certification *(Exhibit E)*
- Form of Lienholder Consent *(Exhibit F)*
    - If not available at time of application, Lienholder Consent may be delivered at close and EDPNC will issue conditional approval if all other requirements are met.

The Program has adopted the following form documents which shall be part of the closing of any C-PACE transaction. A property owner and capital provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms, unless as otherwise approved by EDPNC.

- Assessment Agreement *(Exhibit G)*
- Notice of C-PACE Assessment and Lien *(Exhibit H)*
- Assignment of C-PACE Lien and Assessment Agreement *(Exhibit I)*

After a local government has joined the North Carolina C-PACE Program, a property owner begins the process of obtaining financing by connecting with a capital provider. The capital provider will work with the property owner to collect several diligence items. Once all the items have been received, reviewed, and approved by the capital provider, the parties will settle on the assessment terms and begin the application and closing process. This process will generally take the following steps:

(1) The capital provider works with the property owner to prepare the Project Application documents including the Checklist and Property Owner Certification, Certificate of Qualifying Improvements, and Lienholder Consent. Applicants should review the Checklist and Property Owner Certification to ensure the types of information that the administrator will rely upon to verify compliance with the C-PACE Act are present in the completed Project Application.

(2) EDPNC will have 15 (fifteen) business days to review and approve the Project Application.
   - If the Project Application is approved, the approval will be communicated in writing to the applicant, capital provider, and local government. The Project Application may be conditionally approved if Lienholder Consent is not yet available, but all other requirements have been satisfied. Conditional approval will be treated the same as an approval, with exceptions noted below. EDPNC's application review process is confined to confirming that the Project Application conforms to these guidelines. Approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualifying Improvements.
   - Incomplete Project Applications will be returned to the applicant with notice about which items were not provided or are insufficient or inaccurate on their face.

(3) Upon receipt of approval, the capital provider will finalize drafts of the closing documents, including the Assessment Agreement, Notice of C-PACE Assessment, and Assignment of C-PACE Lien. At or before closing, the applicant's designated and authorized official may execute closing documents. If the Project Application received conditional approval, the closing documents executed by EDPNC and the local government may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act.

(4) At closing and upon execution by the local government, EDPNC or the capital provider will record the Assessment Agreement, Notice of C-PACE Assessment, and the Assignment of C-PACE Lien in the office of the register of deeds in the county in which the property is located. Upon confirmation of recordation, the capital provider will disburse funds in accordance with the Financing Agreement.

(5) Per the Assessment Agreement and in accordance with the Financing Agreement, the property owner makes payments over the assessment term.

7. Billing, Collection, and Enforcement

Billing, collection and enforcement of C-PACE assessments and C-PACE liens will be the sole responsibility of capital providers. Delinquent assessment payments shall incur interest and penalties as specified in the Financing Agreement and shall be paid in accordance with the amortization schedule. Capital providers will enforce delinquent assessment payments in the same manner as foreclosure of a deed of trust. C-PACE assessment payments not yet billed or due may not be accelerated or extinguished by foreclosure of the delinquent assessment payment or payments.

Outstanding or delinquent State, local, or federal taxes or liens at the time of the foreclosure proceeding will be satisfied first, but the C-PACE lien shall be superior to all other liens on the property from the date on which the Notice of the C-PACE Assessment was recorded and until the assessment, interest, penalties, and charges accrued or accruing are paid.

8. Consent from Mortgage and Lien Holder(s) Required

Before entering into an Assessment Agreement, the property owner must submit to the statewide administrator, EDPNC, a written statement by each holder of a mortgage, deed of trust, or other lien securing indebtedness on the property regarding their consent to placement of the C-PACE Assessment. Each consenter must also attest that placement of the assessment does not constitute an event of default under the terms of the mortgage, deed of trust, or other indebtedness secured by the lien.

If lienholder consent is not available at time of Project Application, EDPNC may issue conditional approval if all other requirements are met. In this case, lienholder consents are executed at closing, the signatures of the local government will be held in escrow and will not be released until the consents are obtained. Capital Providers may provide their own form of consent that conforms to the C-PACE Act.

Exhibits Attached

A. Resolution of Intent Template
B. Resolution to Join C-PACE Program Template
C. Resolution Concurring in Municipality Joining C-PACE Program Template
D. Certificate of Qualifying Improvements
E. Checklist and Property Owner Certification
F. Form of Lienholder Consent
G. Form of Assessment Agreement
H. Form of Notice of C-PACE Assessment and Lien
I. Form of Assignment of C-PACE Lien and Assessment Agreement

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** May 13, 2026

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** Public Services

TITLE OF ITEM: Main Street Fountain Improvements Concepts – *Brent Detwiler, PE, Assistant City Manager – Public Services*

SUGGESTED MOTION(S): I move that City Council approve the resolution to make improvements to the fountain at the southwest corner of Main Street and Sixth Avenue.

SUMMARY:

The copper structure within the existing fountain at the corner of Main Street and Sixth Avenue has been deteriorating over the years, and if it continues to degrade, will be a potential safety hazard. In addition, there is substantial water loss due to the way the current fountain is constructed within the brick structure.

City staff have been working with Medallion Pools, the vendor who designed and supplied the mechanical components of the fountain (which are in good working condition), to come up with some concepts for fountain improvements. The improvements would involve removal of the copper and stone within the brick structure, retaining and cleaning the brick structure, and installing jets and lighting. If approved, staff are prepared to work with Medallion to complete the improvements by June 30. We welcome any questions you may have.

BUDGET IMPACT: TBD

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. TBD

ATTACHMENTS:

Fountain concepts

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING IMPROVEMENTS TO THE MAIN STREET FOUNTAIN AT THE SOUTHWEST CORNER OF MAIN STREET AND SIXTH AVENUE

WHEREAS, the City Council of the City of Hendersonville recognizes the importance of maintaining safe, functional, and aesthetically pleasing public spaces within the downtown area; and

WHEREAS, the existing fountain located at the southwest corner of Main Street and Sixth Avenue includes a copper structure that has deteriorated over time and may present a safety concern if not addressed; and

WHEREAS, the current fountain configuration results in substantial water loss due to the manner in which it is constructed within the existing brick structure; and

WHEREAS, City staff have evaluated improvement options in coordination with Medallion Pools, the original fountain mechanical system provider, and have developed concepts to modernize the fountain while maintaining the integrity of the existing brick structure; and

WHEREAS, the proposed improvements include removal of the deteriorated copper and stone elements, cleaning and retaining the existing brick structure, and installation of new fountain jets and lighting to improve functionality, safety, and visual appeal; and

WHEREAS, these improvements will enhance the downtown environment, improve operational efficiency, and reduce ongoing maintenance concerns associated with the existing fountain;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that:

1. The City Council hereby approves the Main Street Fountain Improvements project at the southwest corner of Main Street and Sixth Avenue; and
2. The City Manager and/or his designee is hereby authorized to execute any and all documents necessary to implement the approved improvements, including coordination with vendors and contractors to complete the work; and
3. City staff are authorized to proceed with the removal of existing deteriorated elements and installation of new fountain components, with the goal of completing the improvements in an efficient and timely manner.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 13th day of May 2026.

_____

Attest: Barbara G. Volk, Mayor, City of Hendersonville

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

Hendersonville Fountain

Phase 1: Design Development, Cost Estimation, Staging, & Install



Proposed by: Mark Dorsey - Dorsey Designs, PA 4/15/26

DORSEY DESIGNS, PA
AQUATIC ARCHITECTURE & ENGINEERING

MEDALLION
POOL COMPANY

Phase 1

Project Scope

Objectives:

Design and build a new fountain within the existing brick structure that enhances the character and appeal of Main Street.

The design will focus on a clean, controlled water feature with integrated lighting for day and night visibility, using a simplified approach that reduces water loss while improving overall visual impact.

Deliverables (by Medallion)

- Fountain design and photo-realistic renderings
- Construction documentation
- Cost estimate
- Installation services



Fountain Design Concept 1

In **Phase 1**, the existing fountain and sculpture will be removed while preserving the current brick seating enclosure to maintain the plaza's established structure.

Concept 1 introduces a central vertical jet as the focal point, complemented by smaller accent jets arranged for visual balance. The fountain basin will include accent lighting to enhance the feature at night.

The redesigned fountain will create a clean, ornamental water feature that enhances the overall appearance of the plaza.







Fountain Design Concept 2

To reiterate, **Phase 1** will remove the existing fountain and sculpture while preserving the current brick seating enclosure to maintain the plaza's established structure.

Concept 2 features three bands of water spouts that rise in height as they spiral toward the center, creating a more modern and distinctive look. The fountain basin will include accent lighting to enhance the feature at night.

The redesigned fountain will create a dynamic, contemporary water feature, with spouts that add movement and visual interest while enhancing the overall appearance of the plaza.







Cost Estimate - $X

Design & engineering

Included in the design contract

Demo existing water feature

By Hendersonville

New fountain installation

$X

Timeline

Design

Build

April 2026

- Concept development for fountain redesign, with integrated lighting

May 2026

- Stakeholder coordination and project alignment
- City Council review and approval May 13
- Site preparation and removal of existing fountain elements, by Hendersonville
- Design and construction details finalized

June 2026

- New fountain installation

July 2026

- Completion target and grand opening: July 4

Thank You.

Mark Dorsey, P.E.

President/Owner

Email: Mark@medallionpool.com

Phone: 828-230-2855

Address: Medallion Pool Company

51 N. Merrimon Ave #101,

Asheville, NC 28804

DORSEY DESIGNS, PA
AQUATIC ARCHITECTURE & ENGINEERING

MEDALLION
POOL COMPANY

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 05/13/2026

AGENDA SECTION: City Manager Report **DEPARTMENT:** Administration

TITLE OF ITEM: April 2026 Contingency and Adjustment Report – *John Connet, City Manager*

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:
In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment". City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

BUDGET IMPACT: Detailed Above

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:
Contingency and Adjustment Report

FISCAL YEAR 2025 - 2026 (FY26)
BUDGET AMENDMENTS AND ADJUSTMENTS

Completed	Corrected
Proposed	Denied

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER